

# Exhibit A



# **COLLECTIVE BARGAINING AGREEMENT**

**October 25, 2021**



## USL Championship – Collective Bargaining Agreement

Article 1.	Definitions.....	1
Article 2.	Preamble .....	8
Article 3.	Recognition .....	9
Article 4.	Duration of Agreement .....	10
Article 5.	Non-Discrimination .....	11
Article 6.	Management Rights .....	12
Article 7.	Dues Checkoff .....	16
Article 8.	Standard Player Agreement .....	19
Article 9.	No Strike or Lockout .....	27
Article 10.	Medical Information and Fitness .....	28
Article 11.	Player Obligations.....	36
Article 12.	Appearances .....	37
Article 13.	Roster .....	40
Article 14.	Player Movement .....	42
Article 15.	Group Licensing, Marketing, and Apparel .....	45
Article 16.	Rules and Discipline .....	49
Article 17.	Prohibited Activities .....	54
Article 18.	Benefit Spend.....	55
Article 19.	Per Diem; Parking.....	60
Article 20.	Workers’ Compensation .....	62
Article 21.	Circumvention.....	64
Article 22.	Vacation and Time Off .....	65
Article 23.	Schedules and Calendar .....	66
Article 24.	Grievance and Arbitration Procedure .....	68
Article 25.	System Arbitration.....	73

## USL Championship – Collective Bargaining Agreement

Article 26.	Savings Clause .....	75
Article 27.	Interpretation; Choice of Law .....	76
Article 28.	Limitation of Liability.....	77
Article 29.	Other .....	78
Article 30.	Notices .....	79
Article 31.	All-Star Game; National Team Matches.....	80
Article 32.	Soccer Camps.....	81
Article 33.	Force Majeure .....	82

### EXHIBITS:

Exhibit A	Standard Player Agreement
Exhibit B	Medical Information Release
Exhibit C	Benefit Confirmation Form
Exhibit D	USLPA Check-Off Authorization Form
Exhibit E	Contract Modification Examples
Exhibit F	Form of Club Certification – Player Base Compensation

**Article 1. Definitions**

Capitalized terms used in this Agreement have the meanings set forth below.

**“25-Day Contract”** has the meaning ascribed to it in Article 8.H.

**“Agreement”** – *see* CBA.

**“Appearance”** means either (i) a physical appearance in connection with an external organization at a location other than the Club’s home stadium or other Club-controlled facility or (ii) an interactive web-based videoconferencing or so-called “ask me anything” session with the public and/or a Club corporate sponsor. By way of examples, neither an appearance on social media (unless meeting the criteria in (ii) above), nor an internal photo shoot, nor an autograph session at the Club’s home stadium would be considered an “Appearance”.

**“Base Compensation”** has the meaning ascribed to it in Article 18.C.1

**“Benefit Confirmation Form”** means the form attached hereto as Exhibit C, as it may be amended, modified or supplemented from time to time in USL’s sole discretion after consultation with the USLPA.

**“Benefit Spend”** has the meaning ascribed to it in Article 18.A.1.

**“Buyout Right”** has the meaning ascribed to it in Article 8.P.1

**“Carrier”** has the meaning ascribed to it in Article 20.D.

**“CBA”** or **“Agreement”** has the meaning ascribed to it in Article 2.

**“Claim Notice”** has the meaning ascribed to it in Article 7.D.2.

**“Club”** or **“USL Club”** means a Person authorized to operate a team in the League, but only once such club is permitted by USL to enter into Standard Player Agreements. Where appropriate, such term shall be deemed to include a reference to the team operated by such Club.

**“Club-Related Entity”** means:

(1) any Person who directly or indirectly controls, is controlled by, or is under common control with either (i) the Club or (ii) a Person described in paragraphs (2) through (4) below;

(2) any Person who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to, the Club;

(3) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of the equity interests of the Club (an **“Owner”**), and

(4) any member of the close family (which shall include, for the purposes of this paragraph (4), an individual's current spouse, parents, parents-in-law, grandparents, children, children-in-law, siblings, and grandchildren, or a trust or estate, all of the beneficiaries of which consist of such individual or such related persons) of an Owner.

**"Club Medical Staff"** has the meaning ascribed to it in Article 10.B.2(a).

**"Commercial Affiliates"** means all League or Club sponsors, product/service companies, suppliers, licensees or other entities granted by the League or a Club a license to use League or Club trademarks or other commercial identification rights in connection with the League or Club.

**"Commercial Appearance"** has the meaning ascribed to it in Article 12.D

**"Competition Manual"** means the League's Competitional Manual for the 2021 season, as it may be amended from time to time in USL's sole discretion in accordance with Article 6.

**"Compulsory Match"** or **"Compulsory Tournament"** means a match or tournament in which CONCACAF, FIFA or USSF requires the League (or a Club in the League) to participate.

**"CONCACAF"** means the Confederation of North, Central American and Caribbean Association Football.

**"Contract Guarantee Date"** means, for each Season, the date determined by the League in its sole but reasonable discretion, after good faith consultation with the USLPA, on or after which a Performance-Based SPA may not be terminated other than for cause. As a general rule, however, the Contract Guarantee Date shall be close in time to the mid-point of a Season (currently, on or about July 15), taking into account relevant FIFA dates and the release dates of other domestic leagues.

**"Contract Year"** means that period of time during which an SPA is in effect with respect to any given Season.

**"Covered Injury"** has the meaning ascribed to it in Article 20.D.

**"CPI"** means the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index is not available, such other index as the parties may agree most closely resembles such index

**"CSA"** means the Canadian Soccer Association.

**"Discovery Deadline"** has the meaning ascribed to it in Article 24.D.3(b).

**"Effective Date"** has the meaning ascribed to it in Article 2.A.

68 **“Endorsement”** has the meaning ascribed to it in Article 15.E.

69 **“FIFA”** means the Federation Internationale de Football Association.

70 **“FIFA RSTP”** means the Regulations on the Status and Transfer of Players adopted by  
71 FIFA, effective January 2021, as those Regulations may be amended, supplemented, or  
72 interpreted by FIFA from time to time.

73 **“Fit”** or **“Fitness”** means, with respect to a Player, that his medical and physical  
74 condition is sufficient to perform as a skilled soccer player in the League.

75 **“Fitness Determination”** has the meaning ascribed to it in Article 10.C.2.

76 **“Force Majeure Event”** has the meaning ascribed to it in Article 33.A.

77 **“Grievance”** has the meaning ascribed to it in Article 24.A.1.

78 **“Grievance Committee”** has the meaning ascribed to it in Article 24.D.2.

79 **“Grievance Hearing”,** or **“Hearing”** shall have the meaning ascribed to them in Article  
80 24.D.3.

81 **“Group License Agreement”** has the meaning ascribed to it in Article 15.D.

82 **“Group Licensing Program”** has the meaning ascribed to it in Article 15.D.

83 **“Guaranteed,” “Guaranteed Contracts”** or **“Guaranteed SPAs”** have the meanings  
84 ascribed to them in Article 8.F.1.

85 **“Guaranteed Years”** means the Contract Years covered by an SPA, excluding any  
86 option years.

87 **“Hiatus Pay”** has the meaning ascribed to it in Article 33.C.2.

88 **“Hiatus Period”** has the meaning ascribed to it in Article 33.C.1.

89 **“IDP”** has the meaning ascribed to it in Article 16.C.1(c).

90 **“Immediate Family Member”** means, with respect to a Player, his spouse, children,  
91 parents, siblings, grandparents and in-laws (in each case, including through adoption).

92 **“Impartial Arbitrator”** has the meaning ascribed to it in Article 24.E.

93 **“JAMS”** means Judicial Arbitration and Mediation Services, Inc..

94 **“Last Six Months”** has the meaning ascribed to it in Article 14.G.

95 **“Law”** means, as to any Person, any law (including common law), statute, ordinance,  
96 treaty, rule, regulation, order, decree, judgment, writ, injunction or determination of an

arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person. As used herein, “**Governmental Authority**” means the government of the United States or any political subdivision thereof, whether at the national, state, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government.

“**League**” means the league currently known as the “USL Championship” (and not USL League One or any other league or organization administered by USL or its affiliates) Where appropriate, such term shall be deemed to include a reference to USL.

“**League Competitions**” means any match, tournament, or competition in which the Club or League participate, including (a) any Pre-Season, Regular Season and Post-Season matches; (b) Compulsory Matches; (c) matches in a League-operated tournament; (d) All-Star or similar matches; and (e) exhibition matches in which the Club participates.

“**League One**” has the meaning ascribed to it in Article 27.B.1.

“**League One Agreements**” has the meaning ascribed to it in Article 27.B.2.

“**League Parties**” means, collectively, USL and the Clubs (and each of USL and the Clubs, individually, a “**League Party**”).

“**League Season**” or “**Season**” means the period in any year commencing on the date of the League’s first Regular Season match and ending on the date of the League’s championship match.

“**Likeness**” means, collectively, a Player’s name, nickname, initials, autograph/signature (including facsimiles), voice, picture, photograph, animation, image, likeness, persona, jersey number, statistics, copyrights and/or biographical data (but expressly excluding any of a Player’s physiological data).

“**Loaned Player**” means a professional player who is registered with the League but whose Parent Club is not a Club in the League. By way of example, a player on loan to Phoenix Rising FC from Cruz Azul (of Liga MX), Seattle Sounders (of MLS) or Greenville Triumph SC (of League One) would be considered a Loaned Player, whereas a player on loan to Phoenix Rising FC from the Tampa Bay Rowdies would not be considered a Loaned Player.

“**Loaned Player Salary Allocation**” has the meaning ascribed to it in Article 18.A.2(b).

“**Losses**” has the meaning ascribed to it in Article 7.D.1.

“**Marketing Materials**” means any and all (i) general promotional, advertising, packaging, collateral or other display materials, (ii) Media, (iii) promotions, (iv) advertising and promotional concepts (including but not limited to slogans, campaigns or programs) or (v) any other creative or product that bears any or all League or Club names, logos, trademarks, trade dress, uniforms or other forms of League or Club



intellectual property and is intended to publicize and promote the League, a Club or the sport of soccer.

**“Maximum Benefit Spend”** has the meaning ascribed to it in Article 18.B.1.

**“Media”** means, collectively, any or all media, formats or forms of exhibition and distribution, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distributions platforms.

**“Medical Deadline”** has the meaning ascribed to it in Article 10.C.3(a).

**“Medical Examination”** has the meaning ascribed to it in Article 10.A.1.

**“Medical File”** has the meaning ascribed to it in Article 10.B.1

**“Medical Information”** means all medical and/or health information about a Player including, but not limited to, all past, present or future: health, medical or surgical records; medical or health questionnaire(s); information relating to any injury, sickness, disease, condition, medical history, or medical, mental, or clinical status, or diagnosis, treatment or prognosis; clinical or treatment notes or reports; fitness to play determinations; test results (including, but not limited to, the results of neuropsychological testing); laboratory reports, x-rays or diagnosis imaging results; and data relating to any testing or medical study.

**“Medical Information Forms”** has the meaning ascribed to it in Article 10.A.3.

**“Medical Information Release”** has the meaning ascribed to it in Article 10.B.2.

**“Minimum Base Compensation”** has the meaning ascribed to it in Article 18.D.1

**“Modification Deadline”** has the meaning ascribed to it in Section Article 8.R.3

**“Official Equipment Supplier”** means a supplier of athletic equipment to the League or the Club, as applicable. The number of Official Equipment Suppliers may increase or decrease during the term. A list of current Official Equipment Suppliers will be provided to the USLPA upon request and updated as needed.

**“Official Matches”** means Regular Season matches, Post-Season matches, Compulsory Matches, and any matches included in a League-run tournament (and does not include, for example, exhibition or Pre-Season matches).

**“Off-Season”** means the time period from the later of a Player’s Club’s final Regular Season or final Post-Season match until the Pre-Season Training Camp Start Date.

**“Parent Club”** means the club ultimately owning an individual’s professional playing contract. By way of example, if an individual is signed to a professional contract with Team A, Team A subsequently loans the individual to Team B, and Team B then loans the individual to a USL Club, Team A would be considered the individual’s Parent Club.

169 **“Party” or “Parties”** has the meaning ascribed to it in Article 2.A.

170 **“Performance-Based,” “Performance-Based Contracts” or “Performance-Based**  
171 **SPAs”** have the meanings ascribed to them in Article 8.G.1.

172 **“Person”** means an individual or a corporation, partnership, sole proprietorship,  
173 company, firm, limited liability company, joint venture, trust, business association,  
174 organization, joint stock company, unincorporated organization, group acting in concert,  
175 Governmental Authority or other entity.

176 **“Players”** means professional players employed by Clubs through Standard Player  
177 Agreements and those who may become so employed during the Term. For the  
178 avoidance of doubt, this definition excludes all (a) amateur players signed to a playing  
179 contract with a USL Club and (b) professional players with a Parent Club other than a  
180 USL Club (i.e., Loaned Players).

181 **“Post-Season”** means that part of the League Season following the conclusion of the  
182 Regular Season that includes the League’s playoffs, including, without limitation, any  
183 play-in match, division match, conference championship and championship match.

184 **“Pre-Season”** means the time period from the Pre-Season Training Camp Start Date to  
185 the start of the Regular Season.

186 **“Pre-Season Training Camp Start Date”** has the meaning ascribed to it in Article  
187 23.B.2.

188 **“Professional Player”** means either a professional player on an SPA or a Loaned Player.

189 **“Prohibited Substances”** means (a) those substances included on the World Anti-  
190 Doping Agency (WADA) Prohibited List, as such may be modified, updated, or  
191 interpreted by WADA from time to time; (b) any illegal substances; and (c) such other  
192 substances as may be added (or removed) by USL from time to time upon mutual  
193 agreement with the USLPA.

194 **“Promotional Appearance”** has the meaning ascribed to it in Article 12.C.1

195 **“Publicity Rights”** has the meaning ascribed to it in Article 15.B.

196 **“Qualifying Shoe or Glove Deal”** means an exclusive, written agreement between a  
197 Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed  
198 in the Player’s SPA or (b) is entered into during a period of time in which the Club has  
199 not committed to providing the Player with on-field shoes or goalkeeper gloves (as  
200 applicable), without cost to the Player, consistent with the terms of Article 15.G.3 hereof.  
201 The Player agrees to provide a copy of the duration/term provision and signature page of  
202 such Qualifying Shoe or Glove Deal, to be filed with the USL, upon request of a League  
203 Party. Any subsequent exclusive, written agreement between the Player and a shoe or  
204 glove manufacturer shall also be considered a “Qualifying Shoe or Glove Deal”, provided  
205 that it was entered into within thirty (30) days of the expiration or termination of the

206 Player's previous Qualifying Shoe or Glove Deal.

207 **"Recordings"** has the meaning ascribed to it in Article 15.A.

208 **"Regular Season"** means that portion of the Season prior to the start of the Post-Season.

209 **"Salary"** means the weekly, monthly, or annual cash compensation to be paid regularly  
210 to a Player, as indicated in the Player's SPA.

211 **"Season"** – *see* "League Season".

212 **"Soccer Camp"** has the meaning ascribed to it in Article 32.B.1.

213 **"Standard Compensation Period"** has the meaning ascribed to it in Article 8.J.1.

214 **"Standard Player Agreement"** or **"SPA"** means the League's standard form of written  
215 agreement (including any addenda thereto) between an individual and a Club, pursuant to  
216 which such individual is employed by such Club as a professional soccer player.

217 **"Step"** has the meaning ascribed to it in Article 24.C.

218 **"System Arbitration"** has the meaning ascribed to it in Article 25.A.

219 **"System Arbitrator"** has the meaning ascribed to it in Article 25.D.

220 **"Term"** has the meaning ascribed to it in Article 4.

221 **"Union"** – *see* USLPA.

222 **"USL"** means USL Pro, LLC.

223 **"USLPA"** or **"Union"** means the USL Players Association.

224 **"USSF"** means the United States Soccer Federation.

225 **"Year"** means the twelve-month period running from January 1 through December 31.

**Article 2. Preamble**

A. This Collective Bargaining Agreement, together with all Exhibits hereto (this “CBA” or “Agreement”), which is the product of bona fide, arm’s length collective bargaining, is effective as of October 25, 2021 (the “Effective Date”), by and between USL, in its capacity as bargaining representative for the Clubs, and the USLPA. Hereinafter, the USL and the USLPA may each be referred to as a “Party” and may collectively be referred to as the “Parties.”

B. It is the intent and purpose of the Parties, through this Agreement, to: promote the mutual interests of the Players, the Clubs, and the League; avoid interruptions to the operations and competition of the League; and set forth herein their agreement covering various conditions of employment.

C. This Agreement shall be binding upon and inure to the benefit of USL, the Clubs, the USLPA, the Players, and their respective successors or assigns.

**Article 3. Recognition**

A. Recognition of USLPA. The USL recognizes the USLPA as the sole and exclusive bargaining representative of the Players. The USLPA warrants that it is duly empowered to enter into this Agreement for and on behalf of such Players.

B. Recognition of USL. The USLPA recognizes the USL as the sole and exclusive bargaining representative of present and future employer Clubs. The USL warrants that it is duly empowered to enter into this Agreement for and on behalf of such Clubs.

C. USLPA Meetings. The USLPA may hold meetings at Club facilities with the Players of each Club during Pre-Season and League Season, provided that: (i) the arrangements for each meeting have been cleared in advance through the president of the Club involved (or his designee); (ii) such facilities are available to the Club at the time requested; and (iii) no such meeting shall interfere with the training, practice or operation of the Club. Clearance shall not be unreasonably withheld.

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**Article 4. Duration of Agreement**

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This CBA is effective as of the Effective Date and shall remain in full force and effect until midnight on the 31st day of December, 2025 and shall remain in effect from year to year thereafter unless either Party notifies the other in writing by April 1, 2025 (or April 1 of any renewal year thereafter) of its intention to terminate or modify the CBA (the “Term”).

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**Article 5. Non-Discrimination**

259           This CBA will be applied to all Players without discrimination on the basis of  
260 race, religion, color, national origin, age, disability, marital status or sexual orientation.  
261 No Club will: (i) interfere with, restrain, or coerce a Player because of his USLPA  
262 membership or his lawful activities on behalf of the USLPA (provided such activities  
263 comply with any applicable terms and conditions imposed upon such Player by or in  
264 accordance with this Agreement), or (ii) discriminate against a Player in regard to hire,  
265 tenure, employment, or any term or condition of employment because of his USLPA  
266 membership or his lawful activities on behalf of the USLPA (provided such activities  
267 comply with any applicable terms and conditions imposed upon such Player by or in  
268 accordance with this Agreement).

**Article 6. Management Rights**

A. Except as limited elsewhere by an express written provision of this CBA, the League Parties, in the exercise of their functions of management, shall in addition to their other inherent and legal rights to manage their respective businesses, including the direction and control of the teams, have the exclusive right at any time and from time to time to take any action they deem appropriate in the management of their businesses, including but not limited to the exclusive right to determine when, where, how and under what circumstances they wish to operate, suspend, discontinue, sell, or move and to determine the manner and the rules by which their teams shall play soccer.

B. All of the rights which were inherent in League Parties, as owners and operators of their businesses, including the teams, or incident to the management thereof, which existed prior to the selection of the USLPA as exclusive bargaining representative by the Players and which are not directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA are retained solely by the League Parties. Except as such rights are directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA, these rights include (without limitation) the right of the respective League Parties to:

1. Plan, direct and control operations of the Clubs and the League, including the establishment and administration of policies and procedures relating thereto;
2. Make and change rules, regulations, policies and practices not in conflict with the terms of this Agreement;
3. Select and change benefit plan carriers, insurers, administrators, fiduciaries, and trustees;
4. Cease operating a team in the League for any reason whatsoever;
5. Hire and terminate Players (and any other personnel, including coaches and other technical staff);
6. Ensure the security of its facilities and property including, without limitation, the rights of inspection and search;
7. Direct and schedule the Players (and any other personnel);
8. Take any action, notwithstanding any other provision of this Agreement, that the League Party deems necessary or appropriate to comply with any applicable Laws;
9. Determine what procedures and equipment shall be used in its operations, and to establish practices and procedures for the use, care and maintenance of such equipment;



USL Championship – Collective Bargaining Agreement

10. Decide on the nature and type of materials, services, supplies, equipment, or machinery to be purchased or used, the price to be paid and to select the vendors, manufacturers, sellers, suppliers, or lessors or same;
11. Change, alter, or modify any policy, practice, or decision with respect to any of the rights reserved, retained, or enumerated herein, or with respect to any other rights reserved to League Parties;
12. Take whatever actions the applicable League Party deems necessary or desirable, subject to applicable Laws, to maintain and improve the safety and health of the Players and the integrity of the competition;
13. Determine practice, match, and other work schedules, including the right to require Players to work on Saturdays, Sundays, holidays, and scheduled days off; and
14. Determine the method for the Players' performance of their duties, including the introduction of improved methods, equipment or facilities.

C. The Parties recognize that FIFA and the USSF have rights affecting the conduct of League Party business, and that League Parties may implement mandatory dictates of FIFA and/or requirements of the USSF without bargaining over the decision to implement such mandatory dictates. If such a mandatory dictate would result in (a) a change in a Player benefit under an existing rule or regulation; or (b) the adoption of a rule or regulation which would change a Player benefit under an existing rule or regulation or impose an obligation upon the Players which had not previously existed, the Parties shall bargain in good faith over the effects of the implementation of such a mandatory dictate.

D. Except as such subjects are addressed elsewhere by this CBA, and without determining whether such subjects are mandatory or permissive subjects of bargaining under the National Labor Relations Act, during the term of this CBA, the USLPA expressly waives its statutory right to bargain over the subjects set forth in this Article 6. However, before deciding either to implement a new rule or policy or to change an existing rule or policy regarding the subjects covered by this Article 6.D, USL shall (a) give the USLPA reasonable notice of the proposed change; (b) upon request, provide the USLPA with information reasonably necessary to engage in a meaningful dialogue concerning the proposed change, and (c) engage in such a dialogue with the USLPA; provided however, that without needing to reach impasse, USL may at any time implement the proposed change after giving the USLPA at least seven (7) days' notice of its intent to do so, notwithstanding and without any legal consequence attaching to the status of, or delay resulting from, an information request made by the USLPA. The subjects over which the USLPA expressly waives its right to bargain (except as otherwise set forth in this CBA, as aforesaid) are:

1. Competition Manual provisions (except as otherwise provided in this CBA), including but not limited to the establishment, termination, and

USL Championship – Collective Bargaining Agreement

- 345 definitions of and amendments to Player classifications and categories;  
346 provided, however, that such classifications and categories are only  
347 mechanisms intended to provide Clubs with relief from any Maximum  
348 Benefit Spend regulations (e.g., a “homegrown player” rule in which such  
349 Player’s Base Compensation would not be attributable toward any  
350 Maximum Benefit Spend calculation);
- 351 2. roster size;
- 352 3. roster composition, including but not limited to the number of Players or  
353 Professional Players on a Club’s roster;
- 354 4. season length, competition calendar dates (including but not limited to the  
355 waiver and roster freeze dates), and scheduling (including but not limited  
356 to the number and timing of regular season, post-season, All-Star or other  
357 showcase matches (if any), U.S. Open Cup, exhibition, and other domestic  
358 or international matches and tournaments);
- 359 5. Player registration and Player movement rules, restrictions, regulations,  
360 and procedures (including as they relate to trades, transfers, and loans);
- 361 6. Off-Season competitions, and tours;
- 362 7. rules, regulations and procedures relating to the Maximum Benefit Spend  
363 (including any limitations, restrictions, or penalties on amounts exceeding  
364 the Maximum Benefit Spend);
- 365 8. Match format and playing rules;
- 366 9. Post-Season format, including but not limited to the number of matches,  
367 the number and identity of participating Clubs, eligibility for Post-Season  
368 participation, Post-Season competition rules, match format and rosters of  
369 All-Star or other showcase matches (if any);
- 370 10. Player statistics and League or Club awards created, maintained, revised,  
371 disseminated, deleted or discontinued;
- 372 11. Expansion or contraction of the League, including any related draft rules,  
373 regulations or procedures;
- 374 12. Location of play or practice facilities and their respective setups, including  
375 but not limited to the field surfaces and other aspects of the facilities and  
376 access thereto; and
- 377 13. On-field equipment and uniforms and regulations relating thereto.

378 Notwithstanding the above, the following subjects shall not be subject to the provisions  
379 above regarding meaningful dialogue: (a) League expansion or contraction and (b)

USL Championship – Collective Bargaining Agreement

380 location of play or practice facilities; and (c) Play-off format, including but not limited to  
381 the number of matches, the number and identity of participating Clubs, eligibility for  
382 Post-Season participation, Post-Season competition rules, and All-Star match format (if  
383 any). Nothing herein shall prohibit the League Parties from engaging in dialogue with  
384 the USLPA on any matter impacting the Players.

**Article 7. Dues Checkoff**

A. Membership. Every Player has the option of joining or not joining the USLPA; provided, however, that as a condition of employment for the duration of this CBA and wherever and whenever legal:

1. any Player who is or later becomes a member in good standing of the USLPA must maintain his membership in good standing in the USLPA;
2. any Player who is not a member in good standing of the USLPA must, on the later of the 30<sup>th</sup> day following the ratification of this CBA or the beginning of his employment with any League Club, pay service fees in the same amount as the periodic dues; and
3. solely during the duration of this CBA (or any extension thereof) but not during any period thereafter, the League and the Clubs shall take a neutral position toward each Player's choice to join or not join the USLPA and no representative of the League or of any Club shall discourage Players from joining the USLPA or from otherwise financially contributing to the USLPA.

B. Check-Off.

1. The USLPA shall be responsible for obtaining from Players such written check-off authorizations as they may sign. Copies of such authorizations will be provided to the respective Clubs. Each check-off authorization by a Player shall be in writing in the form prescribed in Exhibit D and attached to the SPA and shall be governed by the provisions hereof. Any changes to the form of check-off authorization must be approved in writing by the League, such approval not to be unreasonably withheld, conditioned or delayed.
2. The Club will deduct from the Salary of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the USLPA in accordance with such authorization. Each Club shall remit the check-off monies to the USLPA by electronic transfer, with a ledger identifying the sources of the monies, within ten (10) business days of each deduction.
3. The USLPA shall advise the Clubs and the League in writing as to any changes to the amount of periodic dues at least thirty (30) days in advance of the effective date of such changes in the amount to be deducted.
4. Once the funds are remitted to the USLPA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the USLPA.

C. Enforcement.

1. Upon written notification to the League and the Club by the USLPA that a Player has missed two (or more) consecutive periodic payments (whether they be, as the case may be, periodic dues or equivalent service fees), in violation of Article 7.A, for which he has received written notice from the USLPA and a reasonable period of time in which to cure, the League will raise the matter for discussion with the Player. Within ten (10) days of receiving written notice from the USLPA, the Player may file a Grievance disputing the missed payments. If there is no resolution of the matter within seven (7) days thereafter (or the matter is decided against the Player), then the Club will, upon written request of the USLPA, suspend the Player without pay, wherever legal. Such suspension will continue until the USLPA has notified the Club and the League in writing that the suspended Player has satisfied his obligation as contained in Section A above. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for failing to pay dues, fees or an agency service fee. Should such suspension continue during the League Season for more than forty-five (45) days, the Club may, at its option, toll the Player's SPA for the entire League Season, such that the Player shall owe an additional year of service under his SPA. During any such suspension or tolling of the Player's SPA under this Section C, neither the Club nor the League shall be under any obligation to release (or otherwise permit the transfer of) the Player's registration.
2. The provisions of this Article 7.C shall not apply to (or against) any Player whose predominant job situs is in a state which prohibits enforcement of any such provision.

D. Indemnification.

1. *Indemnification.* It is specifically understood and agreed that neither the League nor the Clubs assume any direct financial obligation arising out of the provisions of this Article 7 (except for the obligation to remit to the USLPA any dues collected in accordance with subsection B.2 above), and the USLPA will defend, indemnify and hold League Parties harmless against any and all claims, grievances, demands, awards, attachments, judgments, suits, or other forms of liability, including arbitrator fees, court costs, or attorney's fees ("Losses"), brought or issued against a League Party because of any action taken or not taken by League Parties consistent and in accordance with the terms of this Article 7, the written check-off authorizations (as described in Article 7.B above), and any associated written instructions from the USLPA.

2. *Notice of Third-party Claims.* League Parties shall give notice to the USLPA (a "Claim Notice") within fourteen (14) days after obtaining knowledge of any Losses or discovery of facts on which the League Parties otherwise intend to base a request for indemnification under Section paragraph 1 above. The League Parties' failure to timely provide a Claim Notice to the USLPA under this paragraph 2 does not relieve the USLPA of any liability or other responsibilities that the USLPA may have to the League Parties, but in no event shall the USLPA be liable for any Losses that result

directly from a delay in providing a Claim Notice to the extent that such delay materially prejudices the defense of the related claim. The USLPA's duty to defend applies immediately, regardless of whether the League Parties have paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any claim.

3. *Control of Defense.*

(a) League Parties shall allow the USLPA, to undertake, through reputable independent counsel of its own choosing, the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under paragraph 1 above. In such event, the League Parties shall immediately deliver to the USLPA all notices and documents (including court papers) received by the League Parties in connection with the Losses. League Parties shall reasonably cooperate with the USLPA in the defense of any such claim or liability and any related settlement negotiations.

(b) Notwithstanding anything to the contrary in this Article 7.D, League Parties may employ, at any time, separate counsel to represent their interests; provided, that (i) the League Parties shall be solely responsible for the costs and expenses of any such separate counsel and (ii) the USLPA shall otherwise remain responsible to the League Parties for any Losses indemnified under this Article 7.D.

4. *Settlement of Indemnified Claims by the USLPA.* The USLPA shall give prompt written notice to the League Office of any proposed settlement of a claim that is indemnifiable under Article 7.D.1. The USLPA may not, without the USL's and the applicable League Party's prior written consent (which consent will not be unreasonably withheld), settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

**Article 8. Standard Player Agreement**

A. Form of Agreement. All Players will execute a Standard Player Agreement (although, for clarification, an individual does not need to be party to an SPA in order to attend and participate in Club or League-organized tryouts; provided, however, that such individual shall, under no circumstances, be compensated in excess of the actual and necessary expenses incurred in connection with attending and participating in such tryouts). The form of the Standard Player Agreement between a Club and a Player is attached hereto as Exhibit A, which is incorporated herein by reference and made a part hereof. During the Term, no other form of SPA will be utilized. However, the USL and USLPA may, from time to time, agree in writing to make changes to the Standard Player Agreement.

B. Status of Prior Standard Player Agreements. Subject to Section C below, all Standard Player Agreements and/or other agreements that were entered into by and between any Club and any Player prior to the Effective Date shall remain in full force and effect for their stated duration and any option years.

C. Conformity; Subservience to CBA. Each SPA (including those SPAs entered into prior to the Effective Date) shall be deemed amended in such a manner as to require the parties to comply with all terms of this CBA (including the form of SPA included in Exhibit 1) and any other agreement collectively bargained between the League and the USLPA (each, as amended, supplemented, or otherwise modified from time to time). In the event of any inconsistency between the terms of an SPA and the terms of the CBA or any other collectively bargained agreement, the provisions of the CBA or collectively bargained agreement shall control.

D. Validity of SPA. No compensation of any kind shall be owed to any Player (whether under a Guaranteed or other type of contract) with respect to the period of any strike or lockout, but a strike or lockout will not void or otherwise affect the validity or enforceability of an SPA. During a lockout (but not a strike), a Player may obtain employment as a professional soccer player outside the League, solely through a loan from his Club. While a Club's acceptance of such a loan arrangement shall not be unreasonably withheld, conditioned, or delayed, a Club may condition its acceptance of any loan agreement upon its ability to recall the Player immediately upon conclusion of the work stoppage if his SPA's term has not expired. The parties also expressly acknowledge that it would be reasonable for a Club to decline to approve such a loan arrangement if the club receiving the Player on loan is not wholly responsible for any medical or related costs associated with any injury sustained (in whole or in part) during the Player's time on loan. The League Parties shall have no remedy against the USLPA for a Player's breach of this provision.

E. General.

1. Any oral or written agreement between a player and a Club concerning terms and conditions of employment shall be reduced to writing in the form of a Standard Player Agreement as soon as practicable. However, no



such agreement is binding upon the Player or the Club until an SPA embodying such terms and conditions has been duly executed by the Player and the Club. Immediately upon the consummation of an SPA, the Club shall notify the USL by e-mail, attaching a copy of an executed SPA and any other required information. Once the Player has been registered with the League, the League shall provide the USLPA with a copy of the executed SPA.

2. A Player or prospective Player who knowingly falsifies a Medical Information Form (as may be required under Article 10.A.3) prior to entering into an SPA by failing to disclose an injury, illness, or condition that renders, or will likely render, him physically or mentally unable to perform the playing services required under an SPA, may have his SPA deemed invalid. Prior disclosure of such injury, illness, or condition to the Team, if requested on a Medical Information Form, is required.

F. Guaranteed Contracts.

1. Where a Player's SPA is denoted as Guaranteed (via a check box in said SPA), the status of any such SPA shall be referred to herein as "Guaranteed" and the SPAs themselves shall be referred to herein as "Guaranteed Contracts" or "Guaranteed SPAs".

2. Where the SPA is Guaranteed, a Club may only terminate such Player's SPA on grounds that are expressly set forth in this Agreement (including the form of Standard Player Agreement included in Exhibit A). Accordingly, a Club may not unilaterally terminate a Player's SPA solely by virtue of his on-field performance or the fact that the Player may have sustained an injury (including one leading to death or disability) during the course or scope of his employment.

G. Performance-Based Contracts.

1. Where a Player's SPA is denoted as Performance-Based (via a check box in said SPA), the status of any such SPA shall be referred to herein as "Performance-Based" and the SPAs themselves shall be referred to herein as "Performance-Based Contracts" or "Performance-Based SPAs".

2. Beginning in 2022 and thereafter, where the SPA is Performance-Based, a Club may unilaterally terminate such Player's SPA at any time, in its sole and absolute discretion, between the effective date of the SPA and the Contract Guarantee Date of that Contract Year. Any such termination shall be made effective only upon the conclusion of the waiver-wire period described in paragraph 4 below. If a Player signed to a Performance-Based SPA is terminated other than for cause, his Base Salary shall be provided by the Club (a) for a minimum of forty-five (45) days and (b) for fourteen (14) days following the notice of termination. Thereafter, neither party shall have any further obligation to the other (except as are otherwise designated either in this CBA or an SPA as surviving such termination).



3. All Performance-Based Contracts must meet the minimum Base Compensation requirements set forth in Article 18.D.3.

4. For a period of three (3) full days following the termination of a Performance-Based SPA, other Clubs in the League shall have the exclusive right to assume the Player's SPA; provided, however, that if a Club assumes the SPA, the SPA shall be considered Guaranteed for the remainder of its term. After the lapse of the 3-day waiver-wire period (i.e., 5:00 PM EST of the third day following the date of the waiver), the Player's right to sign with other teams shall be unrestricted.

5. The initial term of a Performance-Based SPA may not exceed one (1) Contract Year (for avoidance of doubt, the initial Contract Year for which the SPA is entered into) and, if any option terms are exercised, such SPA shall be considered Guaranteed during such option terms.

6. Clubs may not add language to an SPA (in an addendum or otherwise) which changes or has the effect of changing the SPA from a Guaranteed Contract to a Performance-Based Contract.

H. 25-Day Contracts.

1. During the Regular Season, a Club may enter into an SPA with a Player for twenty-five (25) days (a "25-Day Contract").

2. No Club may enter into a 25-Day Contract with the same player more than once during the course of any one Season. No Club may be a party at any one time to more than two (2) 25-Day Contracts.

3. Notwithstanding anything to the contrary contained in an SPA, a 25-Day Contract may be terminated prior to its expiration simply by providing written notice to the Player and paying in full such sums as are set forth in the SPA as if the Player had completed the entirety of the 25-Day Contract.

4. Players on 25-Day Contracts may not be eligible to participate in the Post-Season.

I. SPA Length.

1. Subject to any termination rights that may be set forth in this Agreement (including, for clarification, in the form of SPA), a Player's SPA (other than a 25-Day Contract) will expire no sooner than November 30 of the Player's final Contract Year.

2. The term of an SPA (i.e., including any option years) shall not exceed six (6) Contract Years (regardless of any limitations that may have otherwise been applicable pursuant to the FIFA RSTP).

J. Compensation Period.

1. Beginning in 2022 and thereafter, the compensation period for a Guaranteed or Performance-Based Contract shall:

- (a) commence on (i) February 1 for a Player who has entered into an SPA by that date; or (ii) for a Player who enters into an SPA after February 1, the date on which such Player reports to the Club for work; and
- (b) continue through November 30 (the “Standard Compensation Period”).

The Standard Compensation Period shall be extended to encompass any period of time during which the Player is actually required by the Club to report for work (to include Pre-Season Training Camp, Team workouts, film sessions, Appearances, and/or other required Team activities, but not to include any off-season fitness or training regimens (provided the exact time and place of such regimens are not actively organized or mandated by the Club)). By way of example, if a Player was required to work for six (6) days in January in connection with an exhibition match or Non-Compulsory Tournament, the Player would be provided with his Base Compensation for those six (6) days as if they took place during the Standard Compensation Period.

2. The Club and Player may also agree (in Addendum C of the SPA) for compensation to be provided outside of the Standard Compensation Period. Any period of time during which a Player is being compensated by his Club pursuant to his SPA shall be referred to as the “Compensation Period.”

3. The Club may continue to require Players to abide by certain standards of conduct during the Off-Season, regardless of whether such Players are compensated during such period of time.

K. Termination of SPA.

- 1. *By Club.* In addition to any other grounds for termination that are expressly set forth in this Agreement or the Standard Player Agreement, a Player’s SPA may be terminated by a Club at any time without further obligation on the part of either party, upon written notice to the Player (with a copy to the USL and the USLPA), if the Player at any time engages in a material breach of this Agreement or his SPA. Any such termination shall be subject to the Player’s rights under the grievance procedures set forth in Article 24 of this Agreement.
- 2. *By player.* The Player may terminate his SPA upon ten (10) business days’ written notice of default to his Club (with a copy to the USL and the USLPA) if (i) his Club defaults in its obligation to pay the Salary set forth in Addendum C of the SPA or fails to perform any other material obligation agreed to be performed by the Club under the SPA and (ii) the

Club fails to remedy such default within the ten (10) business days, or to give notice of intent to arbitrate within seven (7) business days, of the Player giving notice of such default in writing to the Club, USL, and to the USLPA. The Player shall have no right to terminate his SPA prior to the conclusion of its term (including any option periods) other than as expressly set forth in this CBA or by mutual written agreement with his Club (and regardless of whether the Player may otherwise have had such right under FIFA's RSTP). In the event the Club disputes an assertion by the Player that it is in default of its obligations set forth in Section C of the SPA or that it has otherwise failed to perform any other material obligation under the SPA, and it is subsequently determined pursuant to the Grievance procedures set forth in Article 24 of this CBA that a default has occurred, the Club shall have five (5) business days from the date of such finding to remedy such default. During the pendency of any Grievance concerning the existence of a default, the Player's SPA shall remain in full force and effect, and all amounts shall continue to be paid in accordance with its terms.

L. Effect of Termination of SPA. Except as otherwise set forth herein, upon termination of an SPA by either a Player or his Club, all obligations of the Club to the Player and the Player to the Club, including without limitation any obligation to pay any amounts to the Player, shall cease on the effective date of termination, except that the Club and the Player shall remain responsible for any and all obligations incurred (a) prior to the effective date of termination or (b) arising out of such termination (including in connection with any associated grievance or arbitration process and any outcome produced therefrom). Upon such termination, and except as otherwise provided in this CBA, the League and Club shall comply with FIFA's regulations regarding the Player's registration and playing rights.

M. Terminations Resulting from Contraction.

1. Unless otherwise included in an SPA addendum and subject to paragraph 2 below, in the event that a Club ceases to field a team in the League, the SPAs of such Club shall automatically be amended such that their term expires as of November 30 following the last Season in which the Club fielded a team. For clarification, however, if a Player is traded or transferred to another USL Club prior to November 30, the Player's SPA shall remain in effect with his new USL Club (in accordance with Article 14.A). For any SPAs which were otherwise set to continue through the upcoming season (but for the amendment described in the first sentence of this subsection), the Club shall also pay to such Player an amount equal to two (2) month's base Salary, which amount shall be payable by December 31 or within thirty days of notification to the Players, whichever is later.
2. Unless otherwise included in an SPA addendum, if a Club ceases to field a team in the League but nonetheless fields a team in another professional league operated by USL (or its affiliate) the following season, the

following provisions shall apply with respect to any Player with  
Guaranteed Contract Years remaining on his SPA:

- (a) The Club may, in its discretion, offer the Player the opportunity to continue playing with the Club on the same terms and conditions as set forth in his SPA. If the Player accepts the offer (or the Club and Player agree on modified terms or conditions), the Club and Player shall execute a new contract reflecting same. If the Player declines (or does not accept the offer within seven (7) days), his SPA shall be deemed amended such that its term expires as of November 30 following the Club's last Season in the League.
- (b) If the Club does not offer the Player the opportunity to continue playing with the Club on the same terms and conditions as set forth in his SPA, or the Club and Player do not otherwise agree on modified terms and conditions, such Club shall pay the Player an amount equal to three (3) months' base Salary by the later of (i) January 31 and (ii) thirty (30) days following the date the Club formally moves to the other professional league operated by USL (or its affiliate).

- 3. For the avoidance of doubt, however, neither the League nor any of the other Clubs may be held responsible for an exiting Club's failure to make any payments required by paragraph 1 or 2 above.

N. Options.

- 1. A Club may not include more than two (2) unilateral Club options in the Player's SPA and such options, in the aggregate, may extend the SPA for no more than three (3) years. The term of any exercised option shall be considered Guaranteed.
- 2. A Player's compensation during each option term must be set forth in the SPA (i.e., it cannot be left blank or subject to an "agreement to agree"). This provision is solely applicable to SPAs entered into after the Effective Date.

O. Option Exercise Date. The deadline for a Club to exercise its options for the upcoming Contract Year may be no later than November 30.

P. Buyout Right.

- 1. Subject to the limitations set forth in Article 8.P.2 below, each Club may unilaterally terminate Players on Guaranteed SPAs for the remaining Season(s), for any reason or for no reason, provided that the Club: (i) satisfied any obligations to the Player for the prior Season and (ii) pays the Player an amount equal to 50% of his base Salary for each Guaranteed Contract Year remaining in his SPA (i.e., excluding any option terms),

with at least half payable within fourteen (14) days of the exercising of such right and the remainder payable within sixty (60) days thereafter (the “Buyout Right”). The Club shall pay any reasonable costs of collection actually incurred by the Player. Upon the exercise of such Buyout Right, the Player’s registration shall be promptly processed and released by the Club and/or the League (as the case may be), and the League shall promptly notify the USLPA that the Buyout Right has been exercised.

2. The Buyout Right set forth in Article 8.P.1 above is subject to the following limitations:

- (a) the Buyout Right must be exercised prior to November 30;
- (b) the Buyout Right may not be exercised by a Club on more than three SPAs over two (2) Years;
- (c) the Buyout Right may not be exercised by a Club on more than two (2) SPAs in any Year;
- (d) the Buyout Right may not be exercised to terminate the SPA of a Player who, as of November 30 of such Year, is (or will be) under the age of 20; and
- (e) the Buyout Right may not be exercised to terminate an SPA executed prior to the Effective Date.

Q. Player Registration. Players’ registration procedures shall be in accordance with the policies and guidelines of the USSF or, if applicable, the CSA.

R. Pre-2022 Contracts. The following provisions relate to the treatment of SPAs initially entered into for the 2021 (or any prior) Season.

1. Such SPAs shall be considered Guaranteed SPAs.

2. With respect to the 2021 Season, the Salary or other compensation (and the start and end dates associated therewith) set forth in a Player’s SPA shall be as set forth in such SPA (and unmodified by the terms set forth in this CBA).

3. To the extent an SPA extends beyond the 2021 Season and either (a) the compensation period set forth in such SPA does not have a fixed start date on or before February 1; (b) the compensation period set forth in such SPA does not have a fixed end date on or after November 30; or (c) the Base Compensation during the Standard Compensation Period is less than the Minimum Base Compensation, the Club and Player shall negotiate in good faith over the modification of any payment terms for such season so that the total Base Compensation that would have been payable by the Club over the course of the year (assuming an ordinary season unaffected by any Force Majeure Events) remains unchanged (except as necessary to comply with Minimum Base

769 Compensation requirements). Club and Player shall use good faith efforts to conclude  
770 such negotiations on or before the following (as applicable, the Modification Deadline):

- 771 (a) Within thirty (30) days following the ratification of this CBA (but  
772 in no event later than the Option Exercise Date set forth in Article  
773 8.O.), with respect to an SPA which naturally extend beyond 2021  
774 (i.e., which would extend beyond 2021 in the absence of an  
775 option); or
- 776 (b) Within thirty (30) days of November 30, with respect to an SPA  
777 that is extended beyond 2021 through the exercise of an option.

778 4. If the Player and Club are unable to reach an agreement by the  
779 Modification Deadline, any obligation to compensate such Player outside of the Standard  
780 Compensation Period would be removed and such Player's Base Compensation during  
781 the Standard Compensation Period would be modified in accordance with the following:

- 782 (a) Estimating the total Base Compensation in accordance with the  
783 terms of the original SPA, using (where applicable) February 15 as  
784 the "Required Report Date" and October 15 as the date for the  
785 Club's "Last Game"; then
- 786 (b) Dividing that number by 10 months to determine the revised  
787 monthly Base Compensation; then
- 788 (c) If applicable, adding such additional Salary as may be necessary to  
789 meet any applicable Minimum Base Compensation requirements.

790 5. For the avoidance of any confusion, examples have been included in  
791 Exhibit E describing how the SPAs contemplated by paragraphs 3 and 4 above should be  
792 modified.

**Article 9. No Strike or Lockout**

A. No Strike. Neither the USLPA nor any Player, in concert with any other Player(s), shall authorize, encourage, or engage in any strike, work stoppage, slowdown or other interference with the activities of any Club or of the League (specifically including by declining to play or practice) during the term of this Agreement. The USLPA shall not support or condone any action of any Player which is not in accordance with this Section and the USLPA shall exert best efforts to induce compliance therewith.

B. No Objection Letters. The USLPA agrees to promptly issue “no objection” letters at the request of a Club in connection with any Player’s (or prospective Player’s) P1 visa application during the term of this Agreement. Any such Club request must include the Player’s full name, date of birth, email address and country of origin.

C. Remedies for Breach. To the extent otherwise consistent with this Agreement, in the event that a Player violates Article 9.A, the Player shall forfeit his Salary for the period of such violation. Should such conduct continue for more than two (2) weeks following written notice to the Player and the USLPA from USL or the Club of such breach, the Club may, at its option, toll the Player’s SPA for the entire Season, such that the Player shall owe an additional Season to the Club under his SPA. During any period of non-performance, the Player shall be prohibited from playing professional soccer for any other club (including a club outside of the USL Championship). The Club shall also retain the right to terminate the SPA of a Player who violates the provisions of this Article 9.

D. No Lockout. Neither USL nor any Club shall engage in a lockout during the term of this Agreement.



**Article 10. Medical Information and Fitness**

**A. Medical Examinations and Medical Information.**

1. Each Club may, at its own cost, arrange for a Club-designated physician to conduct a medical examination of each of its Players or prospective Players (a “Medical Examination”) at such times as it reasonably deems advisable. Such Medical Examinations may include, without limitation, blood tests (including vial blood tests) which shall be subject to the limitations in Article 10.A.2 below. Each Player shall participate in and cooperate with any Medical Examination and provide complete and truthful information in connection therewith.
2. Blood tests (including vial blood tests) (whether during Pre-Season or at other times) may be conducted for the purposes of: (1) analyzing the nutritional needs of the Player, (2) ensuring the Player’s health and safety, (3) implementing a fitness related regime, or (4) implementing any Prohibited Substances testing protocol (which protocols must be agreed upon by the Parties). The results of a Player’s blood tests shall be shared with and explained to the Player by the Club medical staff, kept in the Player’s Medical File (as defined below), and shared only in accordance with Article 10.B.2.
3. In addition, each Club may, from time to time, require that each of its Players or prospective Players complete certain forms or questionnaires relating to the Player’s medical history (“Medical Information Forms”). Each Player agrees to complete such Medical Information Forms truthfully and without material omissions and acknowledges that doing so is a material condition of his SPA.
4. Each Player agrees to promptly (i) notify the Club’s coach, athletic trainer, or physician of any injury, illness, or medical condition which (a) may impair or otherwise affect, either immediately or over the course of his SPA, his Fitness or (b) was otherwise incurred (or aggravated) during the scope and course of the Player’s employment with the Club including, but not limited to, travel with his team or on business requested by the Club and (ii) in the case of an injury, provide any additional information about the circumstances leading to the injury requested by the Club. The obligations of this paragraph depend on the Player’s knowledge of the condition or injury and, with respect to clause (i)(a), its effect on his Fitness.
5. Injuries, illnesses or conditions reported by a Player to the Club Medical Staff and/or observed by the Club Medical Staff shall be documented in the Player’s Medical File (as defined below).

**B. Medical File.**



1. The Club shall keep any Medical Information collected by the Club from or about the Player in a confidential medical file, to be maintained, transmitted, and disposed of in accordance with applicable Law (“Medical File”).
2. Each Player may be required to execute during Pre-Season each year or upon joining a Club during the Season a medical information release in the form attached as Exhibit B and such other documents as may be required to release all of his medical records (the “Medical Information Release”), including through a centralized repository, as follows:
  - (a) to Club doctors, athletic trainers, or other medical staff who have a formal relationship with the Club (collectively, the “Club Medical Staff”);
  - (b) to the Club Medical Staffs of other Clubs in the League in connection with a contemplated player acquisition (whether via signing, trade, loan or transfer);
  - (c) to his Club’s workers’ compensation insurance carrier and to Club-personnel as needed to process workers’ compensation claims or otherwise assess or offer benefits;
  - (d) to allow the following individuals to view (but not receive) the Player’s Medical File, but only to the extent it might affect the Player’s on-field performance: the Club’s coaching staff, technical director, and senior Club officials who have a reasonable need to be made aware of such information;
  - (e) to other relevant Club, League, and Governing Body personnel as may reasonably require such information in connection with any dispute resolution process (including as set forth in Article 24);
  - (f) to such other Persons as reasonably required to effectuate any purposes or provisions of this Agreement or the SPA (provided such Persons agree to keep such information confidential); and
  - (g) to such other Persons as may be reasonably required to comply with applicable Law.
3. The Medical Information Release would also permit a Club, the League, and/or the USLPA to disclose the following information for public relations purposes:

(a) for injuries sustained during the course of a Player's employment as a skilled soccer Player with the Club, including, but not limited to, travel with his team or on business requested by the Club:

(i) the nature of a Player's injury,

(ii) the prognosis and the anticipated length of recovery from the injury, and

(iii) the treatment and surgical procedures undertaken or anticipated in regard to the injury; and

(b) for any other medical and/or health condition that prevents a Player from rendering services to his Club:

(i) the fact that a medical and/or health condition is preventing the Player from rendering services to the Club, and

(ii) the anticipated length of the Player's absence from the Club.

4. Notwithstanding paragraph 3 above, the League and USLPA shall negotiate in good faith for a series of general injury descriptions and/or classifications to be used (such as, for example, "Upper Body" or "Lower Body" injuries, as the case may be) in the case of any routine disclosures relating to Player injuries or unavailability.

5. Except with respect to uses, disclosures and redisclosures of Medical Information that are permitted under this CBA (including the form of SPA) and the Medical Information Releases, the Clubs, the USLPA and the League shall not use, disclose or redisclose any Medical Information relating to a Player (unless stripped of all individual Player-identifying information) without the express, prior, written consent of the Player or as required by Law.

6. When a Player is transferred or loaned from one USL Club to another USL Club, his medical records, including athletic trainers' notes, shall be forwarded to the team physician of his new Club. When a Player is transferred to a club outside of the League, his medical records will be forwarded only upon, and in accordance with, the request of the Player.

7. Upon reasonable advance notice to a Club (no less than five (5) business days), the Club shall provide the requesting Player (or former Player, as the case may be) with a copy of his Medical File.

C. Fitness to Play.

1. *Fitness Obligation.*

- (a) Each Player agrees to use his best efforts to keep himself Fit. If a Player is not Fit, in the reasonable discretion of the Club's physician, the Club may require the Player to complete any rehabilitation or training activities that the Club's personnel (including the Club-designated physician) may specify.
- (b) If the Player, in the judgment of the Club's physician, is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season (unless such condition is the direct result of any injury sustained during the course of his employment as a Player with the Club, including but not limited to travel with his team or on business requested by the Club), and such disability or other lack of Fitness was within the Player's reasonable control, then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or lack of Fitness, and the Club may, at its option, reduce the Player's Salary by up to twenty-five percent (25%) during such period. However, if the Player's disability or lack of Fitness was not within the Player's reasonable control, then the Club may, at its option, reduce the Player's Salary by up to twenty-five percent (25%) during such period, *but only* once such disability or lack of Fitness has existed for ninety (90) days.

2. *Fitness Determination.* The following procedures shall be used to resolve any dispute over whether a Player is Fit and whether any lack of Fitness is the direct result of an injury sustained during the scope and course of his employment with his Club (the "Fitness Determination"):

- (a) The initial Fitness Determination shall be made by a Club-designated physician. The Player may contest a Fitness Determination by being examined by his own physician (at Player's sole cost and expense) as expeditiously as practicable after receiving the determination of the Club-designated physician.
- (b) Should the Player-designated physician disagree with the Club-designated physician as to the Fitness Determination, the Player-designated physician shall notify the Club-designated physician of his Fitness Determination within 48 hours of the examination of the Player, which determination the League may require to be in a specific form or format. The two physicians shall then consult as expeditiously as possible and no later than 72 hours thereafter (or later upon a showing of extraordinary circumstances) regarding the Fitness Determination. If the Player-designated physician and the Club-designated physician agree as to the Fitness Determination, such determination shall be binding (and the parties shall have no rights to grieve the determination under Article 24).

- (c) In the event that the Player-designated physician and the Club-designated physician do not reach agreement as a result of the consultation, they shall (within the seventy-two (72) hour period in subpart 2b above) agree upon an independent physician who shall make a binding determination as expeditiously as practicable (and the parties shall have no rights to grieve the determination under Article 24). If the Fitness Determination of the independent physician is that the Player has passed, the Club would then promptly make up any missed payments to the Player and compensate the Player for the costs of any medical examination. If the Player-designated physician and the Club-designated physician are unable to agree upon an independent physician, the independent physician shall be designated by the President of the state medical society (or his or her designee) in the state in which the Club is located.

3. *Fitness as Condition Precedent.* If so designated by mutual agreement in Addendum E to an SPA, establishing that the Player must report for and submit to a Medical Examination (to be performed by one or more physicians designated by the Club), the following provisions shall apply; it being understood and for the avoidance of doubt, except as set forth in this Section 3, the validity of an SPA may not be conditioned upon passing a Medical Examination:

- (a) The Player must report for such Medical Examination at such times as follows: (i) for Players under contract with another team at the time the SPA is signed, no later than the tenth (10<sup>th</sup>) business day following the championship game of each team's respective league; (ii) for Players not under contract with another team at the time the SPA is signed, no later than the tenth (10<sup>th</sup>) business day following the execution of the SPA; (iii) for Players outside the country at the time the SPA is executed for whom a visa is necessary to enter the country, no later than two (2) business days following the Player's entry into the Club's market on such visa (collectively, the "Medical Deadline") and, upon reporting, supply all information reasonably requested of him, provide complete and truthful answers to all questions posed to him, and submit to all examinations and tests reasonably requested of him. However, with respect to (i) above, to the extent that the Player's current and prospective teams are both in the USL Championship, the Player and the new team will engage in best efforts to conduct the Medical Examination within ten (10) business days from the last day of the regular season or the date that both teams have been eliminated from the playoffs (whichever is later). All costs and expenses relating to the Medical Examination, including travel and lodging, shall be borne by the Club.

- 1012 (b) The determination of whether the Player has passed the Medical  
1013 Examination shall be made by the Club in its sole discretion,  
1014 exercised in good faith, in consultation with one or more of the  
1015 Club's physicians; and a Club shall have the right to determine in  
1016 good faith that a Player has failed to pass the Medical Examination  
1017 due to the risk of a future injury, illness or other health condition  
1018 notwithstanding that the Player is currently able to perform as a  
1019 skilled soccer player in the League. If the Player does not pass the  
1020 physical examination, the Club shall promptly notify the Player (in  
1021 any case, no later than two (2) business days following the Medical  
1022 Deadline). Furthermore, the Club shall pay to the Player an  
1023 amount equal to two (2) weeks Base Compensation.
- 1024 (c) The Club's determination that the Player has passed the Medical  
1025 Examination (or the failure of the Club to notify the Player of the  
1026 contrary within two (2) business days following the Medical  
1027 Deadline) shall be a condition precedent to the validity of the  
1028 Contract. Accordingly, and without limiting the generality of the  
1029 preceding sentence, until such time as a Player has passed the  
1030 Medical Examination (or the two (2) business days have passed  
1031 without notification to the contrary), he may not attend any regular  
1032 training camp of the Club or participate in matches or organized  
1033 practices with the Club.
- 1034 (d) Clubs shall not use these Fitness as Condition Precedent provisions  
1035 to renegotiate the terms and conditions of an SPA.
- 1036 (e) There shall be no public disclosure of SPA signings subject to  
1037 Medical Examinations unless and until the Player has either passed  
1038 (or is deemed to have passed) the Medical Examination. There  
1039 shall be no public disclosure of the results of Medical  
1040 Examinations subject to these Condition Precedent provisions.

1041 D. Duty of Club-Designated Health Care Professionals. The Parties acknowledge  
1042 the principles that:

- 1043 1. the primary professional duty of all individual health care professionals  
1044 (such as Club-designated physicians, athletic trainers, physical therapists,  
1045 chiropractors, dentists and neuropsychologists) providing health care to a  
1046 Player, shall be to the Player-patient regardless of the fact that the health  
1047 care professional or his/her hospital, clinic, or medical group is retained by  
1048 the Club; and
- 1049 2. health care professionals, such as Club-designated physicians, who are  
1050 examining and evaluating a Player shall be obligated to perform objective  
1051 examinations and evaluations and shall do so on behalf of the Club,  
1052 subject to all professional and legal obligations to the Player-patient.

The Club shall remind applicable Club Medical Staff on an annual basis of the obligations of this section D.

E. Physiological Monitoring/Testing.

1. Club medical staff may conduct physiological testing in connection with training and matches. Such physiological testing may include, without limitation: heart rate, body fat, VO2 max, omega wave and urine hydration testing. Clubs may share the results of such physiological testing with the coaching staff, technical director and other relevant Club and League personnel. The Club shall share the results of such physiological testing with the Player. Except as permitted by paragraph 2 below, the results of the physiological testing shall not be publicly disseminated unless consented to by the USLPA. The League or Club may require a Player to wear any physiological monitoring device during or in connection with training or matches. A Player shall not be required to wear any physiological monitoring device in a match unless the device in question does not, in the reasonable judgment of the League after having consulted with the Union, impede Players' performance.
2. Performance measures or metrics (such as distanced covered or number of sprints) that are independent of physiological response may be publicly disseminated provided that, before doing so, the League conducts a dialogue with the USLPA in a manner consistent with Article 6.D for subjects on which the Union waived its right to bargain. The League and the USLPA shall bargain over the public dissemination of any other physiological information (including performance measures or metrics that are based on, but do not disclose, heart rate or another physiological response (e.g., "exertion rate," heart rate percentage above baseline, etc.)).

F. Athletic Trainers. Each Club shall make a minimum of one (1) fully certified athletic trainer available to Players during all official Club practices, workouts, and matches. Any trainers hired or retained after the effective date of this Agreement shall be certified by the National Athletic Trainers Association. Trainers may be provided by a third-party organization. In addition, each Club will utilize its reasonable best efforts to ensure that its athletic trainers have, available in the Club's locker room, the supplies necessary to provide appropriate care for professional athletes.

G. Concussion Protocol.

1. Professional soccer, like all professional team sports, involves inherent risk of injury. Therefore, the League and USLPA shall convene on a regular basis (but no less than once per year) to address the assessment and management of suspected and actual concussions sustained by

USL Championship – Collective Bargaining Agreement

1091 Players, any potential new or revised concussion protocols, and (if  
1092 applicable) the implementation thereof.

1093 2. The USLPA acknowledges that, as of the Effective Date, each Club is  
1094 required to establish and implement its own set of concussion protocols  
1095 (and accordingly, such protocols may vary by Club). Any set of  
1096 concussion protocols which would be equally applicable across the  
1097 League will first be discussed with the USLPA; provided, however, that  
1098 the League may ultimately implement any set of concussion protocols  
1099 which it determines, in its reasonable discretion, will promote the safety of  
1100 the Players.

**Article 11. Player Obligations**

During the term of his employment under a Standard Player Agreement, a Player shall perform all of the duties that may be required of and from him pursuant to the terms of this Agreement and his Standard Player Agreement, including that he be available and promptly report for and, to the best of his ability, fully participate in all of the Club's training and practice sessions, workouts, meetings, matches, and all other activities required under the SPA, unless excused by the Club or League, as applicable.



**Article 12. Appearances**

A. General. The Players agree and recognize their duty to assist, upon the reasonable request of the League or Club (as applicable) in the promotion and marketing of the League, its Clubs, and the sport of soccer, including as set forth in this Article 12 (it being acknowledged, however, that this obligation is subject to the terms of Sections B-F of this Article 12, and more specifically that this duty does not include any obligation of the Player to promote the League, its Clubs, or the sport of soccer through any personal social media channels).

B. Media Appearances. A Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with the League and the Club, either separately or together, to be available for and participate in such news media photo sessions and interviews and other media Appearances as may reasonably be required. Locker rooms, however, shall be closed to the media for a minimum of fifteen (15) minutes after the match. The notice and scheduling restrictions of Article 12.F below shall not apply to media Appearances.

C. Promotional and Charitable Appearances.

1. Upon request by his Club or the League, a Player shall be required to make Appearances for the primary purpose of promoting or marketing (a) the League, his Club and/or the sport of soccer and (b) charities, public services or other community services or events (each, a “Promotional Appearance”), in each instance subject to the terms set forth by Article 12.F below.
2. For the avoidance of doubt, while a Promotional Appearance may be associated with a Commercial Affiliate, any Appearance whose primary purpose is to promote the Commercial Affiliate or a commercial enterprise other than the League or his Club shall be described and governed by Article 12.D.
3. Promotional Appearances may include (without limitation), youth organizational visits, award shows, projects and programs, skills shows, talks, speeches, autograph signings, post-match meet-and-greets, clinics, or hospitality or promotional events. For the avoidance of doubt, however, no such Appearance shall require a Player to endorse or to give a testimonial for any product or service.

D. Commercial Appearances. Subject to the limitations imposed by Article 12.F below, Players may be required to make Appearances for the primary purpose of promoting Commercial Affiliates or a commercial enterprise other than the League or their Club without additional compensation (each, a “Commercial Appearance”).

E. Bulk Autograph Signing. Players may be required to participate in internal bulk autograph signing of items mandated by their Club or the League, provided that Players receive a minimum of twenty-four (24) hours’ notice of any such bulk autograph signing.

F. Appearance Guidelines.

1. Anything contained in this Article 12 to the contrary notwithstanding, no Player shall be required to make more than ten (10) Appearances in the aggregate in any given Contract Year, through any combination of Promotional Appearances (including any Promotional Appearances at Soccer Camp, as described in Article 32.B.1) and Commercial Appearances. Through 2022, every additional Promotional or Commercial Appearance shall be compensated at a minimum of \$100. After 2022, each additional Promotional or Commercial Appearance shall be compensated at a minimum of \$125. Notwithstanding the foregoing, Appearances in which all (or substantially all) Players on the Team are required to attend do not count toward the limitations set forth in the previous sentence.
2. Appearances outside of a twenty-five (25) mile drive from the Club's home stadium shall last no more than three (3) hours in length, (including reasonably expected travel time).
3. Appearances taking place within a twenty-five (25) mile drive from the Club's home stadium shall last no more than two hours (not including travel time).
4. No Appearance shall be scheduled by a Club or the League for a time period which exceeds that set forth in paragraph 2 or 3 above (as applicable) without first consulting with the applicable Player(s). Any Appearance which ends up exceeding the time limitations set forth in said paragraph 2 or 3 shall be deemed hereunder as two (2) Appearances.
5. For any Appearance under this Article 12, other than media Appearances or bulk autograph signings, Clubs must notify a Player in writing (which may be via email) of an Appearance at least seven (7) days in advance of such Appearance. The notice shall outline the nature, location, duration, expected Player role, and point of contact for the Appearance. An Appearance request not made at least seven (7) days in advance shall be considered optional to the Player.
6. Players shall be given a reasonable amount of time between the end of training or a match and commencement of an Appearance. If an Appearance is scheduled within two hours after the end of training or a match, a meal must be provided by the Club. Such meal shall be reasonable under the circumstances. Players shall also be given a reasonable amount of time between the end of an Appearance and the commencement of training or a match.
7. Appearances shall not be scheduled during a Player's day off, and Clubs shall use reasonable efforts to distribute individual Appearances amongst

1188                                its Players.

1189                                8.        Subject to submission of expense reports (within thirty (30) days of when  
1190                                such expenses are incurred), the Club or League, as applicable, shall  
1191                                reimburse the Player within thirty (30) days thereafter for all reasonable  
1192                                and necessary out-of-pocket expenses (e.g., mileage, parking) that the  
1193                                Player incurs in connection with any Appearances which are requested by  
1194                                the Club or League. For transportation that is not provided by the League  
1195                                or a Club, mileage reimbursement shall be at the then-current Internal  
1196                                Revenue Service rate.

**Article 13. Roster**

A. Professional Players. From the date that is two (2) weeks prior to the commencement of the Regular Season through the conclusion of a Club's Season, each Club shall have, on its master roster, at least the minimum number of (x) Professional Players and (y) Players signed to Guaranteed SPAs set forth in the chart below. In so calculating, Loaned Players may count toward the minimum number of Professional Players; provided, however, that (i) the Parent Club has no right to recall such Loaned Players and (ii) no more than two (2) Loaned Players may be applied towards such minimum at any given time.

<b>Year</b>	<b>Professional Players</b>	<b>Guaranteed SPAs</b>
2021	12	10
2022	14	11
2023	15	12
2024	16	12
2025	16	12

B. Academy Players.

1. A Club may register up to five (5) Academy Players which do not count towards the maximum number of players allowed on the Club's master roster and are allowed to participate in League Competitions. After the first five Academy Players rostered, Academy Players will count against the master roster. A Club may not include more than five (5) Academy Players on its gameday roster.
2. A Club may also include no more than seven (7) of the following (in the aggregate) on its gameday roster:
  - (a) Academy Players; and
  - (b) Players who are unemancipated minors as of the January 1 preceding a Season and, throughout such Season: (i) will have housing provided by their families; (ii) will have health insurance provided by their families or their Clubs; and (iii) will receive Base Compensation less than the Minimum Base Compensation (as permitted by Article 18.D.5).
3. Each of the maximums in paragraphs B.1 and B.2 above may be reduced at the sole discretion of the League.

USL Championship – Collective Bargaining Agreement

- 1224 4. For purposes of this Article 13.B, the following criteria must be met in  
1225 order for an individual to be considered an “Academy Player”:
- 1226 (a) The player is under the age of 21 as of the official start date of that  
1227 Regular Season; and
- 1228 (b) The player has never been signed or registered as a professional  
1229 soccer player, as recognized by FIFA.
- 1230 Additional (non-conflicting) criteria respecting Academy Players may be  
1231 added at the sole discretion of the League.

**Article 14. Player Movement**

**A. Loans and Transfers Not Requiring Consent.**

1. Subject to any limitations included in Addendum G of a Player's SPA, a Club may loan, trade or transfer a Player to another USL Club without the Player's consent; provided that (i) the Player's Salary remains the same and (ii) the Player's other benefits are materially similar (as verified by the Clubs through filling out and executing a Benefit Confirmation Form). For clarification, the Player's benefits need not be identical to be materially similar (e.g., if the transferring Club provided health insurance, the new Club could instead provide the Player with a stipend towards the purchase of health insurance which would result in him having reasonably similar out of pocket costs as those he had at the transferring Club). Notwithstanding the foregoing, if the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated.
2. A Player who is loaned, traded or transferred from one USL Club to another without his consent or who joins a new Club pursuant to the terms of Article 8.G.3 shall be reimbursed:
  - (a) By his new USL Club for all reasonable and necessary, documented expenses associated with relocating to his new USL Club, not to exceed \$4,500;
  - (b) By his old USL Club, upon conclusion or recall of a loan, for reasonable and necessary, documented relocation expenses associated with relocating back to his old USL Club, not to exceed \$4,500;
  - (c) By his new USL Club, for reasonable and necessary, documented expenses associated with the termination or settlement of his lease obligations on his residence in the city from which he was assigned, such expenses not to exceed the lesser of (a) four months' rent and (b) \$4,500. The reimbursement must be based upon verifiable receipts for payments made by the player for his accommodation and is limited to only the player's share of shared accommodation.
3. A Club may withhold authorization for relocation expenses under Article 1.H.2(a) and Article 1.H.2(b) only if such expenses are unreasonable or if the Club provides a reputable moving company to accomplish the Player's move. For clarity, the Club has the right to require a Player to use a Club-designated moving company; it being understood that in such event the Club shall be responsible for all reasonable relocation expenses, even if such expenses exceed the reimbursement amounts set forth in Article

14.A.2. The Player shall submit his receipts for reimbursement of relocation expenses within sixty (60) days of the expenditure(s), and Club shall reimburse the Player for such expenses within thirty (30) days of receiving such receipts.

4. The new Club shall promptly coordinate (and pay for) Player's travel from his old Club to his new Club, and Player may be required to report to his new Club within twenty-four (24) hours of arrival in the new Club's market.

5. Within two (2) weeks after reporting to his new Club, the Player will be allowed three (3) consecutive days off to organize his affairs. Permission to a Player to take one or more of these three (3) days prior to reporting to his new Club shall not be unreasonably withheld. If a Player's new Club requires the Player to travel to the new Club's market with forty-eight (48) hours' notice or less the Club shall pay for travel arrangements back to the old Club's market.

**B. Loans and Transfers Requiring Consent.**

1. Clubs have the right during the term of a Player's SPA to loan, transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league; provided, however, that except as may be permitted by Article 14.A.1, the Player must consent in writing to any such loan, transfer, assignment or sale. Except as otherwise agreed in writing between a Player and a Club, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.

2. Any SPA entered into prior to the execution date shall be deemed to require the Player's consent to any loan, transfer, assignment or sale (including to another USL Club).

**C. FIFA Regulations.** Any loan, transfer, assignment or sale of a Club's rights to the Player's services shall be made in accordance with all applicable rules and regulations of FIFA and any relevant governing body provided such rules and regulations do not conflict with any provisions or remedies set forth in this CBA or applicable Law.

**D. Transfer Consideration.** Except as otherwise agreed to in writing between a Player and his Club, a Player is not entitled to receive any portion of the consideration received by a Club or the League for any loan or transfer of the Player's services to another team or league (regardless of whether such loan or transfer is domestic, international, to another USL Club, or to a club in another league).

**E. FIFA RSTP.** Unless otherwise prohibited by any other provision of this CBA, the League Parties shall be permitted to act in accordance with (and enforce their rights under) any provisions of the FIFA RSTP, specifically including Article 20 (Training Compensation) and Article 21 (Solidarity).

1312 F. Drafts. USL will consult with the USLPA as to procedures in the event that the  
1313 League chooses to enact a draft (whether for a traditional expansion, contraction, or other  
1314 form of draft); provided, however, that the League shall bargain with the USLPA over the  
1315 parameters relating to the compensation and SPA length for Players (or prospective  
1316 Players) entering into any such draft.

1317 G. Respect of Contract. No Player, without the consent of his Club, shall enter into  
1318 an agreement (whether written, oral, or otherwise) with another club (whether in the USL  
1319 Championship or any other league) for his playing services unless his SPA has expired or  
1320 is due to expire within six months (which, for the purpose of this calculation, shall  
1321 include any option years exercisable by the Club) (the “Last Six Months”). For  
1322 avoidance of doubt, any such agreement between a Player and a USL Club shall be in the  
1323 form of a Standard Player Agreement, in accordance with Article 8.E.1 (but which may  
1324 not be made effective until after the expiration of the Player’s current SPA).

1325 H. Anti-Tampering. Beginning in 2022, notwithstanding any FIFA RSTP provision  
1326 to the contrary, for a period of time determined by the League in advance of each Season  
1327 (but which period may start no earlier than the Sunday prior to the last week of the  
1328 regular season and end no later than the championship match), neither a Player nor his  
1329 agents or representatives may engage in any contract negotiations or discussions with any  
1330 Club in the League other than the Player’s current Club with respect to a future contract.  
1331 If a Club or Player violates this provision, the League may prohibit the Club and Player  
1332 from entering into an SPA for the next season and/or may declare null and void any  
1333 contract entered into between the Club and Player.

1334 I. Academy Player Rights. The USLPA agrees that the League may establish  
1335 mechanisms for helping to ensure Clubs are able to capitalize on their investment into the  
1336 development of players in their respective territories. Such mechanisms may include, for  
1337 example, giving the training Club certain rights of first negotiation or rights of first  
1338 refusal or the development of inter-club compensation schemes relating to the  
1339 development, training, and success of such players, in each instance after first having  
1340 conducted a dialogue with the USLPA; provided, however, the League will bargain with  
1341 the USLPA over mechanisms which extend beyond a Player’s first SPA (including any  
1342 option terms included therein).

1343 J. Relocation Expenses for New Signings. Except as otherwise agreed between a  
1344 Club and a Player in an SPA, the Player shall be solely responsible for any relocation  
1345 expenses incurred in connection with signing such SPA with the Club (and his  
1346 subsequent relocation to the Club’s home city).



**Article 15. Group Licensing, Marketing, and Apparel**

A. Recordings. League Parties may film, photograph, record or otherwise capture a Player and his Likeness in connection with the performance of his obligations under his SPA (including without limitation, participation in Pre-Season activities, exhibition matches, training sessions, Regular Season matches, Playoff matches, and appearances for or on behalf of his Club) (collectively, the “Recordings”). A Player, if provided reasonable notice, shall be available to have Recordings created, individually or with other players in the League, at such times or places as the League or his Club may reasonably designate. League Parties are the sole and exclusive owners of any and all rights in and to the Recordings.

B. Publicity Rights.

1. Each Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his Likeness (including any Recordings thereof) for any and all uses or purposes that publicize and promote the League, the Clubs or the sport of soccer in any way in any and all Marketing Materials (collectively, “Publicity Rights”), without regard to whether such Marketing Materials include sponsor identification. Without limiting the foregoing, this grant includes the right to use a Player’s Likeness for the purpose of publicizing and promoting the following aspects of the League and/or any of its Clubs: brands, matches, ticket sales, match broadcasts and telecasts, programming focused on the League, one or more Clubs and/or their matches and events (e.g., coaches shows, highlight based shows, and behind-the-scenes programming), other League or Club-related Media offerings (e.g., branded content segments featuring match footage and other programming enhancements), Media distribution platforms, official events and officially sanctioned awards programs (e.g., Golden Boot), and public service, charitable, or community oriented initiatives. League Parties may use a Player’s Likeness individually pursuant to the foregoing and shall not be required to use the Player’s Likeness in a group or as one of multiple players; provided, however, that such use by League Parties remains subject to Article 15.E.

2. For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the Term any Recordings filmed, photographed, recorded or otherwise captured during the Term solely for the purposes described herein. However, Publicity Rights do not include the right to use a Player’s Likeness in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel) (all of which are included in Section D below), other than such products that constitute programming (as described above) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

C. Broadcast Rights. The Players and USLPA do not and will not contest during or after the term of this CBA, and this hereby confirms their acknowledgment of, the exclusive rights of the League and Clubs (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all Media, any League or Club matches or any excerpts thereof and (ii) to produce, license, offer for

sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any League or Club matches or any excerpts thereof, in any and all Media.

D. Group Licensing. The USLPA, on behalf of present and future Players, agrees that the League, for good and sufficient consideration, has the worldwide right to use or license in a group of three (3) or more Professional Players the Likenesses of all such Players in connection with any product, brand, service, product line or other commercial use and any sponsorship, endorsement or promotion thereof, provided that such use is in combination with the use of any or all League or Club names, logos, trademarks, trade dress, uniforms or other form of League intellectual property (a “Group Licensing Program”), as further set forth in the Group License Agreement between the League (on behalf of itself and the Clubs) and the USLPA (on behalf of itself and the Players) executed contemporaneously herewith (as it may be amended, restated, supplemented, or otherwise modified in accordance with its terms, the “Group License Agreement”). Such grant includes the right to make individual use, or license the individual use, of a Player's Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards, posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a manner that features, highlights or individually promotes such Player to a greater degree relative to the other Professional Players in any given application.

E. No Player Endorsement. Notwithstanding anything to the contrary in Article 15.B or Article 15.D, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use a Player's Likeness in a manner that implies any endorsement by Player of a third-party brand, product or service (“Endorsement”). For purposes of clarity, and without limitation, it shall not be an Endorsement for a Club or the League to use, or authorize others to use, including, without limitation, in a Group Licensing Program or in third party advertising and promotional materials, footage and photographs of Player's participation in League or Club matches or events that does not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.

F. Player Marketing Rights.

1. A Player shall not:

- (a) use the name or logo of the League or the Clubs for any purpose unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion); provided, however, that the Player shall have the right to use the Club's name for biographical purposes; or
- (b) unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion), use or make any

endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any name, picture or likeness of the Player (a) in which he appears, either alone or with others, in any official Club uniform, in any attire which closely resembles or is substantially similar (so as to be confusingly similar) to any official Club uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either the League or any Club, or (b) in which he appears together with two (2) or more other members of the Club or League, regardless of their attire, or (c) in which he is identified as a member of the Club or League.

2. In the event of any inconsistency between, on the one hand, any provisions of either this Agreement or the Player's SPA and, on the other hand, any sponsorship, endorsement or licensing agreement (including any agreement with regard to footwear) entered into, renewed, or otherwise extended by a Player during the term of his SPA, the provisions of this Agreement and the Player's SPA shall control, and the Player shall be solely responsible for complying with such provisions.

G. Apparel.

1. Except as specified in Article 15.G.2 or Article 15.G.3 below, a Player shall wear and/or display only such footwear, clothing, equipment and other personal items as are endorsed by the League or his Club (and shall promptly obey and comply with any and all other reasonable guidelines and directives hereinafter issued by the League or his Club regarding apparel and/or equipment permitted or not permitted to be worn or utilized by members of the Club) at Club matches, practices or training camps, at clinics or other events sponsored or arranged by the Club or the League, at all Player appearances on behalf of the Club or the League, and/or while traveling with the Club. For the purpose of this Article, Players may be required by the League or the Club to wear on-field footwear manufactured by Adidas, Nike, Puma, or another reputable and professionally appropriate manufacturer approved in writing by the USLPA (which approval shall not be unreasonably withheld, conditioned or delayed).

2. The Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on-field equipment which is not produced by the League's or Club's Official Equipment Supplier(s) except, in certain instances, for on-field footwear or goalkeeper glove wear, as set forth in Article 15.G.3 below.

3. A Player may wear manufacturer-logo-identified shoes or goalkeeper gloves on-field only if such manufacturer has been designated by the League as an authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper gloves are supplied by or on behalf of his Club (without cost to the Player), then the Player shall wear (and display the logo of) only the shoes or gloves supplied by his Club unless (i) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (ii) he has formally completed an opt-out process. The specific procedure for completion of the opt-out process will be established by the League, in consultation with the USLPA, but is

USL Championship – Collective Bargaining Agreement

1472 intended to provide a Player with the opportunity to avoid wearing Club-provided on-  
1473 field shoes upon the medical advice of a trainer or doctor.

1474 H. USLPA Marketing. The USLPA agrees that it will not engage in or conduct (or  
1475 permit or license any third party to engage in or conduct) any form of trade or consumer  
1476 promotion, marketing or advertising that uses or refers to League or Club intellectual  
1477 property, to any of the Club's stadiums or practice facilities, or that otherwise creates an  
1478 association between the League or any USL Clubs and a third party.

**Article 16. Rules and Discipline**

**A. Club Rules.**

1. Clubs may establish, maintain, modify and enforce rules with which its players shall comply at all times, whether on or off the field; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this Agreement or the SPA. A Club may discipline a Player for violation of such Club rules and otherwise for just cause. The discipline to be imposed, if any, shall be considered and decided by the Club, who may terminate an SPA or impose other lesser discipline in lieu of termination at any time without further obligation on either party to the SPA; provided, however, that: (i) any such discipline is reasonable in relation to the offense (or series of offenses, if applicable); (ii) if such discipline is monetary (e.g., a fine), such discipline is also reasonable in relation to the Player's compensation; and (iii) the schedule of fines (or other discipline) had been distributed or otherwise made available to the Player prior to the occurrence of the applicable violation.

2. For the avoidance of doubt (and without limiting any other provisions of this Agreement), if a Player does any of the following, such action (or inaction, as the case may be) shall be considered a material breach of this Agreement or the SPA (regardless of whether such is specified in any Club rules):

- (a) engages in acts of deliberate misconduct or insubordination, after prior warning;
- (b) engages in a single egregious act of misconduct (with or without prior warning);
- (c) fails, refuses or neglects, following notice and an opportunity to cure, to submit to medical evaluations or to medical treatment in accordance with Article 10 or the SPA; or
- (d) has received written notice of breach (including via email) on three or more occasions, at least one of which was from a front office executive such as the President or General Manager, for Club rules that resulted in discipline that could have been grieved under Article 24 of this Agreement, and without such discipline being set aside either by the Impartial Arbitrator or the Grievance Committee. For the purposes of this provision, "discipline" means either (i) a suspension (for any period of time) or (ii) a fine or monetary penalty of at least \$100.00 that was deducted from the Player's wages in accordance with Article 16.E.

3. When a Player is disciplined by his Club, he shall be given notice in writing, stating the amount of the fine, the duration of the suspension, and any other discipline (in each case, as applicable), and the reasons therefor.

4. Club discipline is subject to the Dispute Resolution provisions of Article 24, and such rules shall not be stayed pending such Grievance procedures. The Club rules shall be equally applicable to each Player, and its current rules must be made available to any Player or prospective Player upon request.

B. Certain League Discipline: League discipline for off-field misconduct that is not determined by the USL to be detrimental to the reputation and public image of the League, the Team and/or the sport of soccer (i.e., within the scope of Article 16.C.2, below) shall be subject to the “just cause” standard. Any grievance relating thereto shall be resolved as provided in the Dispute Resolution provisions of Article 24.

C. Discipline for On-Field Conduct and Detrimental Off-Field Conduct. It is understood and agreed that USL may discipline a Player for on-field misconduct and for off-field misconduct detrimental to the reputation and public image of the League, the Club and/or the sport of soccer, as more fully described hereafter.

1. *On-Field Misconduct*.

(a) “On-Field Misconduct” shall include misconduct that occurs in any stadium or playing facility, in and/or around the stadium or playing facility (involving any person(s) or property in or around the stadium or playing facility), including, but not limited to: the playing field, locker rooms, parking lots, spectator stands or other spectator facilities, and other back-of-house and underground areas, including those used by television production and other media), and which occurs at, during or in connection with any match or tournament in which the Player competes.

(b) Discipline for on-field misconduct will ordinarily be considered and imposed by the USL (or an internal committee thereof). Discipline for on-field misconduct may include a fine and/or suspension, with or without pay, or other lesser discipline, and may be imposed regardless of whether a yellow or red card has been issued.

(i) Any USL-imposed discipline (A) for on-field misconduct under this Article 16.C.1 that exceeds the standard minimum fine amount or suspension length or (B) for “major game misconduct” may be appealed to the IDP (as defined below), provided such appeal is submitted within twenty-four (24) hours of the communication of the suspension or fine. The IDP may revise any such discipline in its discretion, provided that any such decision is unanimous. If the IDP is unable to reach a unanimous decision, the IDP will be deemed to have decided to uphold the discipline. Any such decisions by the IDP constitute full, final and non-reviewable (in arbitration or otherwise)



- 1559 dispositions of the disputes and will be binding on the  
1560 Player(s) involved and the parties to this CBA.
- 1561 (ii) Any USL-imposed discipline for the standard minimum  
1562 fine amount and suspension length is non-reviewable (in  
1563 arbitration or otherwise).
- 1564 (iii) Any Club discipline for on-field misconduct rendered in  
1565 addition to the discipline rendered by the League or IDP  
1566 may be grieved to the Impartial Arbitrator in accordance  
1567 with Article 24, except that the sole issues before the  
1568 Impartial Arbitrator shall be whether the Club's decision  
1569 was arbitrary and capricious.
- 1570 Any suspension imposed under this Article 16.C.1 shall not be  
1571 stayed pending appeal.
- 1572 (c) USL will engage in a dialogue with the USLPA in the manner  
1573 required by Article 6.D prior to making any substantive  
1574 modifications to the review and appeals processes for on-field  
1575 misconduct, as set forth in the Competition Manual; provided,  
1576 however, that the Independent Disciplinary Panel (the "IDP") shall  
1577 be comprised of the following three individuals, in each instance  
1578 not affiliated with the League or the USLPA: (1) a former  
1579 professional coach, selected by USL; (2) a former professional  
1580 referee, selected by USL; and (3) a former professional player,  
1581 selected by the USLPA.
- 1582 (d) If the USL believes that a Player's actions during a match  
1583 warranted a red card and either (i) the officials did not see the  
1584 incident, and therefore did not have an opportunity to act, or (ii)  
1585 the officials did see the incident but no red card was issued at the  
1586 time, the USL shall refer such matters to the IDP. The IDP will be  
1587 empowered to issue a red card to any player for such player's  
1588 actions during a match, provided that (i) if the officials did not see  
1589 the incident, and therefore do not have the opportunity to act, the  
1590 IDP unanimously determines such action to have warranted a red  
1591 card and (ii) if the officials did see the incident but no red card was  
1592 issued at the time, the determination that a red card was warranted  
1593 is unanimous. Any such decision by the IDP is binding and non-  
1594 reviewable (in arbitration or otherwise). In determining whether a  
1595 red card was warranted, the IDP will also be empowered to  
1596 determine any discipline associated with the player's actions  
1597 (which may exceed the standard minimums). Any such decisions  
1598 by the IDP constitute full, final and non-reviewable (in arbitration  
1599 or otherwise) dispositions of the matter and will be binding on the  
1600 Player(s) involved and the parties to this CBA.

- 1601 (e) Players shall receive suspensions and fines for the accumulation of  
1602 yellow cards during a single season under the following schedule:
- 1603 (i) Five yellow cards: No suspension, \$200 fine.
- 1604 (ii) Eight yellow cards: One (1) game suspension, \$300.00 fine.
- 1605 (iii) Eleven yellow cards: Two (2) game suspension, \$400.00  
1606 fine.
- 1607 (iv) Fourteen yellow cards: Three (3) game suspension, \$500.00  
1608 fine.

1609 The Good Behavior incentive in place as of May 29, 2019, shall  
1610 remain in effect.

1611 2. *Off-Field Misconduct Detrimental to the Reputation of the League.*

- 1612 (a) In the event that the USL determines that alleged off-field conduct  
1613 is detrimental to the public image and/or reputation of the League,  
1614 the Club and/or the sport of soccer, the incident and the discipline  
1615 to be imposed, if any, shall be considered and decided by the USL,  
1616 which may terminate an SPA (without limitation to Article 16.C.1  
1617 above and other provisions of this CBA regarding termination of  
1618 an SPA), impose a fine and/or suspension (with or without pay) or  
1619 impose other lesser discipline in lieu of termination at any time  
1620 without further obligation on either party to the SPA, upon written  
1621 notice (which may be via email) to the Player and the USLPA.  
1622 Such alleged off-field conduct includes (without limitation):
- 1623 (i) if the Player violates any substance abuse policy then in  
1624 effect or is subjected to any penalties for testing positive for  
1625 a Prohibited Substance, for noncompliance, or for refusal to  
1626 submit to a drug test as required under the terms of such  
1627 substance abuse policy;
- 1628 (ii) if the Player bets, or has offered or attempted to bet, money  
1629 or anything of value on any match participated in by any  
1630 Club (in the League), or by any Players, or on matches of  
1631 any National Team (including, without limitation,  
1632 participation in any kind of fantasy game);
- 1633 (iii) if the Player is involved in any attempt to fix, throw or  
1634 improperly affect any soccer match (including any League  
1635 Competition); or
- 1636 (iv) if the Player is involved in the giving or offering of any  
1637 bribe that involves, or gambles on, any League



Competition.

- (b) Any disputes relating to discipline imposed under this Article 16.C.2 shall be decided pursuant to the Grievance procedures set forth in Article 24, except that the sole issues before the Grievance Committee (and Impartial Arbitrator, if applicable) shall be (a) whether the USL exceeded the scope of its authority and (b) if not, whether the USL's determination was supported by substantial evidence and was not unreasonable based on the following considerations: (i) the facts and circumstances surrounding the conduct at issue; (ii) whether the penalty was proportionate to the gravity of the offense; and (iii) the legitimate interests of both the Player and the League. Any suspension imposed under this Article 16.C.2 shall not be stayed pending appeal.

D. Non-Duplicative. While both the Club and the USL may have the authority to discipline a Player for misconduct, in the event that both the Club and the USL impose any monetary discipline (e.g., fines) for the same conduct, only the USL-imposed monetary discipline shall be effective. However, this Article 16.D does not prevent a Club from imposing its own non-monetary discipline on top of any discipline imposed by the League (e.g., if the League suspended a Player for 3 matches, there is nothing that would prevent the Club from extending its own internal suspension of the Player beyond 3 matches).

E. Deduction of Fines. A Club shall deduct from any amounts due to the Player per his SPA any fines or penalties levied against the Player by USL or his Club unless (i) the fine is under appeal to the League or (ii) the USL's decision in connection with such fine or penalty is the subject of a Grievance under Article 24; or (iii) if such fine is due to caution accumulations.

**Article 17. Prohibited Activities**

During the term of his employment under a Standard Player Agreement, a Player shall not, without the written consent of his Club, engage in activities involving a substantial risk of bodily injury, including without limitation: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) fighting (*i.e.*, mixed martial arts; jujitsu), boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club procures against the injury, illness or disability to or of the Player, or death of the Player, for which the Player has received written notice from the Club prior to the execution of his SPA; or (vii) participating in any match or exhibition of soccer, basketball, American football, hockey, lacrosse, or other contact sport. Players may, without written consent of the Club, participate, as amateurs, in golf, running, swimming, hiking, and other activities that (1) are non-contact and (2) do not involve a substantial risk of bodily injury, including off-season soccer training or activities consistent with the Club's off-season training regimen.

**Article 18. Benefit Spend**

In lieu of setting spending minimums and maximums on different categories of expenses, the following concept is intended to permit Clubs to spend money relating to Professional Players in the manner in which the Clubs deem best, while also ensuring that they meet certain aggregate minimum spending obligations relating thereto.

**A. Benefit Spend.**

1. A “**Benefit Spend**” is the sum of (x) annual spending (or the fair market value of other benefits provided), on an accrual basis (subject to Article 18.A.2), by or on behalf of a Club or a Club-Related Entity relating directly to Players and (y) the Club’s Loaned Player Salary Allocation. Spending relating directly to Players includes (without limitation) the following categories, subject to the rules set forth in Article 18.A.2 below:
  - (a) Salary paid to Players;
  - (b) Signing (or other guaranteed) bonuses (each, as amortized over the Guaranteed Years of the respective SPAs);
  - (c) Incentive or other bonus payments;
  - (d) Amounts paid for services other than as a professional soccer player;
  - (e) The value of any housing or personal transportation (or the amount of any such stipend, if applicable);
  - (f) Health or other insurance contributions (including to or on behalf of a Professional Player’s family);
  - (g) Player medical costs (e.g., fees to doctors, hospitals, and other health care providers, the drugs and other medical supplies provided to Players, and the cost associated with implementing any concussion or other player health and safety protocols), but not including (a) salaries of trainers or other Club personnel, (b) the cost of Club medical or training equipment, or (c) costs which are reimbursed by or paid for through workers’ compensation or any other medical insurance);
  - (h) workers’ compensation premiums, payroll, unemployment compensation and social security taxes (including payments made on behalf of a Player released from his SPA that covers that Contract Year);
  - (i) Any relocation costs to or from the Club’s home city (or the amount of any such stipend, if applicable), other than in connection

with a Player's loan or transfer;

(j) The value of meals provided *other than* during team travel; and

(k) Any fees payable to Players' agents or representatives.

However, for the avoidance of doubt, spending that is only indirectly related to Professional Players (or their families, as applicable) is not to be included in a Club's Benefit Spend. Such indirect spending includes, for example, spending on (i) uniforms and other equipment provided to Professional Players; (ii) coaches or other technical staff (or any other Club personnel); (iii) stadium, practice facilities, and other Club infrastructure; and (iv) team travel (including *per diems* or meals in lieu thereof).

2. Accounting.

(a) General Rule. Except as set forth in the rules below, all compensation paid (or otherwise provided) to a Player pursuant to the terms of an SPA shall be attributable to the Contract Year(s) in which the Player is required under the SPA to render services to the Club as a soccer player, regardless of how the compensation is characterized under the SPA.

(b) Loaned Player Salary Allocation. A Loaned Player's Salary shall be equal to the lesser of \$100,000 and the greater of:

(i) the Loaned Player's Salary (as determined in the playing contract with his Parent Club), multiplied by the number of Official Matches in which the player appeared, divided by the number of the Club's Official Matches; and

(ii) the combined amount paid (x) to the Parent Club for the right to use the player and (y) the Salary actually paid to the player by the Club.

(c) Signing Bonus. Any signing or other guaranteed bonus in an SPA shall be attributed, *pro rata*, over the Guaranteed Years of the SPA. If an SPA contains only one (or no) Guaranteed Years, the Signing Bonus shall be attributed in full to the first Contract Year.

(d) Performance Bonuses. Any amounts that are actually earned by a Player as performance bonuses, or any other bonuses properly included in an SPA, shall be included as part of the Benefit Spend in the Contract Year in which the service or performance giving rise to the Bonus was provided.

(e) Player Agent Costs. Any amounts paid by a Club to a Player's

1754 agents or representatives shall be considered the equivalent of a  
 1755 signing bonus and, accordingly, shall be attributed, *pro rata*, over  
 1756 the Guaranteed Years of the player's SPA.

1757 B. Maximum Benefit Spend.

1758 1. The League may establish rules prohibiting, limiting, taxing, or otherwise  
 1759 regulating any Benefit Spend by any Club in excess of the Maximum  
 1760 Benefit Spend. As used herein, the Maximum Benefit Spend means, for  
 1761 each Year, a Benefit Spend of not less than the following amount:

Year	Maximum Benefit Spend
2022	\$1,880,000
2023	\$1,970,000
2024	\$2,100,000
2025	\$2,250,000

1762 For each Year thereafter, the Maximum Benefit Spend shall be increased  
 1763 by the lesser of:

1764 (a) the percentage rate of increase for the immediately preceding Year  
 1765 in the CPI; and

1766 (b) five percent (5%).

1767 2. The League may unilaterally increase the Maximum Benefit Spend or, in  
 1768 so calculating, may reduce or exclude any type of Benefit Spend in its sole  
 1769 and absolute discretion. However, in any instance in which the League  
 1770 increases the Maximum Benefit Spend (or reduces or excludes certain  
 1771 types of Benefit Spend from its calculation), the revised Maximum Benefit  
 1772 Spend will not be locked-in as a new Maximum Benefit Spend floor.

1773 3. If the League establishes any rules prohibiting, limiting, taxing, or  
 1774 otherwise regulating any Benefit Spend in excess of the Maximum Benefit  
 1775 Spend, the League shall confidentially provide the USLPA with a copy of  
 1776 such rules (as they may be amended from time to time).

1777 4. Beginning with respect to 2022, the League will provide the USLPA with  
 1778 a report by April 1 of the succeeding year including each Club's actual  
 1779 Benefit Spend and the amount of each component spent thereon.

1780 C. Calculation of Minimum Base Compensation.

USL Championship – Collective Bargaining Agreement

1. For purposes hereof, a Player's Base Compensation is equal to:
- (a) his Salary; *plus*
  - (b) the value of any housing or personal transportation (or the amount of any such stipend, if applicable); *plus*
  - (c) the value of any health insurance contributions (including to or on behalf of a Player's family); *plus*
  - (d) the applicable portion of any signing (or other guaranteed) bonuses, but specifically excluding any amounts paid by a Club to a Player's agents or representatives.
2. With respect to 1(d) above, the amount of such payments shall be attributed evenly over the Standard Compensation Period throughout the term of the SPA (excluding any option years).

D. Minimum Base Compensation Requirements. Beginning with respect to the 2022 Season, the Parties agree to the Base Compensation requirements set forth below. In each instance, any Minimum Base Compensation requirements are applicable, for any given Contract Year, only during the Standard Compensation Period. All amounts set forth herein are "per month" and any pro-rated amounts are to be based on a 30-day month.

1. Each Player's Base Compensation shall be equal to or greater than the Base Compensation amounts set forth below (as applicable, the "Minimum Base Compensation").

Year	Minimum Base Compensation
2022	\$2,200
2023	\$2,250
2024	\$2,400
2025	\$2,600

For each Year thereafter, the Minimum Base Compensation shall be adjusted by the lesser of (x) the percentage rate of increase for the immediately preceding Year in the CPI or (y) 4%.

2. In no event may the reasonably anticipated value of a Player's housing and health insurance account for greater than half of his Base Compensation. Each Club shall certify to the League in the form included as Exhibit F (or such other form as the League and USLPA may subsequently agree), on

- 1809 an annual basis in connection with each Player's registration, the  
1810 reasonably anticipated value of such housing and health insurance. The  
1811 Club shall promptly make such certifications available to the applicable  
1812 Player and/or the USLPA upon request.
- 1813 3. Performance-Based Contracts shall be for no less than the applicable  
1814 Minimum Base Compensation plus \$500. Further, a Club may not, at any  
1815 one time, be a party to more than four (4) Performance-Based Contracts  
1816 (in the aggregate). If a Club has more than three Performance-Based  
1817 Contracts at any one time, the monthly Base Compensation of at least one  
1818 (1) such contract must be greater than or equal to Minimum Base  
1819 Compensation plus one thousand eight hundred dollars (\$1,800) and the  
1820 monthly Base Compensation of at least one (1) such contract must be less  
1821 than Minimum Base Compensation plus one thousand eight hundred  
1822 dollars (\$1,800).
- 1823 4. Excluding any Players satisfying the criteria set forth in paragraph 5  
1824 below, no Club may have more than six (6) Players on its active roster at  
1825 any given point whose Base Compensation is less than: (i) Minimum Base  
1826 Compensation plus (ii) five hundred dollars (\$500) (it being understood  
1827 that the Base Compensation of these six (6) Players must still be for at  
1828 least the Minimum Base Compensation).
- 1829 5. If a Player is an unemancipated minor as of the January 1 preceding a  
1830 Season and, throughout such Season will have (a) housing provided by his  
1831 family and (b) health insurance provided by his family or his Club, the  
1832 Club shall provide the Player with a Salary of no less than \$500 below the  
1833 specified Minimum Base Compensation but shall not otherwise be  
1834 required to satisfy the Minimum Base Compensation requirements with  
1835 respect to such Player.
- 1836 6. The Players specified in subparagraphs 4 and 5 above must be signed to  
1837 Guaranteed SPAs (and may not be signed to Performance-Based Contracts  
1838 or 25-Day Contracts).
- 1839 E. Notwithstanding anything to the contrary in this Agreement, Clubs must ensure  
1840 that each Player's compensation meets or exceeds that required by applicable Law.
- 1841 F. To the extent that the Club pays a Player's agents or representatives or provides  
1842 housing to a Player, such payments (or the value thereof, if applicable) will be included  
1843 as income to the Player (which is then subject to withholding and other taxes upon the  
1844 Player's income).



**Article 19. Per Diem; Parking**

**A. Per Diem Allowance.**

1. A Player's *per diem* while traveling with his team shall be paid at the standard *per diem* rates set forth by the General Services Administration. As of the execution of this CBA, the standard *per diem* rate is \$55/day (\$13 for breakfast; \$14 for lunch; \$23 for dinner; and \$5 for incidentals).
2. When a team is on the road for less than a full day, a partial per diem shall be paid, based upon the time of departure from or arrival in the Club's home city:
  - (a) Departure after 9:00 a.m./arrival before 7:00 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 7:00 a.m. and 9:00 a.m., lasting more than thirty (30) minutes - no breakfast expense;
  - (b) Departure after 1:00 p.m./arrival before 11:30 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 11:30 a.m. and 1:00 p.m., lasting more than thirty (30) minutes - no lunch expense;
  - (c) Departure after 7:00 p.m./arrival before 5:30 p.m., and the Club does not hold a practice, required meeting or any other event requiring a Player's attendance between 5:30 p.m. and 7:00 p.m., lasting more than thirty (30) minutes - no dinner expense.
  - (d) If a road trip is expected to last 3 days or less, the total trip per diem shall be paid in a lump sum at the time of departure. If the trip is expected to last longer than 3 days, per diem may be paid in two (2) equal payments.
3. A Club may arrange for prepared meals in lieu of paying the associated meal *per diems* if it chooses, provided that such meals are reasonably in line with the *per diem* level. Meals provided at no charge by an airline shall not cause a reduction in the per diem allowance. Per diem money lost by a Player will not be replaced.

**B. Other Travel Expenses and Parking.**

1. *Other Travel Expenses.* For travel to the airport in connection with Club-required travel, or if traveling by means other than air, to the applicable station, each Club, in its sole discretion, will provide either (i) a team bus to the airport from the practice facility or stadium or (ii) will reimburse the Player within thirty (30) days for reasonable non-satellite parking, subject to submission of expense reports in accordance with the Club's rules and within thirty (30) days of when such expenses are incurred.



USL Championship – Collective Bargaining Agreement

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2. *Parking.* Each Club shall provide or arrange for parking for its Players at its home stadium and practice facility on match and practice days, without cost to the Players.

**Article 20. Workers' Compensation**

A. Benefits. Workers' Compensation (or equivalent benefits, if and as applicable) shall be provided by each Club for its Players in accordance with applicable Law and this Agreement. In any state where workers' compensation coverage is not compulsory or where a Club is excluded from a state's workers' compensation coverage, a Club will either voluntarily obtain coverage under the compensation Laws of that state or otherwise guarantee equivalent coverages to its Players. In the event that a Player qualifies for benefits under this section, such benefits will be equivalent to those benefits paid under the compensation Law of the state in which his Club is located.

B. Rejection of Coverage. Nothing in this Article is to be interpreted as preventing a Club that has the legal right to do so from rejecting coverage under the workers' compensation Law of its state or to otherwise extend coverage through an alternative product (e.g. on a risk-pooled basis) that may become available during the Term of this CBA, provided that such benefits will be equivalent to those benefits payable under the compensation Law of the state in which the Club is located.

C. Offsets. Where permitted by applicable Law, a Club may receive a reimbursement, credit, or offset against a workers' compensation award based on compensation paid (or otherwise delivered) by the Club to a Player while under an SPA; it being understood that any such amount received by a Club may not be included in the Club's Benefit Spend calculation under and pursuant to Article 18.A.

D. Reporting of Covered Injuries. Pursuant to Article 10.A.4, each Player has the obligation to promptly notify the Club's coach, athletic trainer, or physician of any injury which is incurred (or aggravated) during the course of the Player's employment as a skilled soccer player with the Club (each, a "Covered Injury"). The applicable Club shall then report each such Covered Injury to its workers compensation carrier or insurance agent (as applicable, the "Carrier"), as required, regardless of whether such Club ultimately seeks to have the Carrier cover any associated claims or expenses.

E. Medical Bills. Unless otherwise payable by a Carrier or other third party, should the Player suffer a Covered Injury and timely report such Covered Injury to his Club, his Club shall be responsible, except as provided in subsection F below, for payment of the Player's reasonable hospitalization, medical and dental expenses necessarily incurred as a result of such Covered Injury. All treatment received by Players under this subsection shall be at the direction and prior approval of the Club and/or the Carrier, provided that any surgical or other invasive procedure shall be with the prior *written* approval of the Club and/or the Carrier.

F. Choice of Surgeon. In the event that a Player requires a surgical or other invasive procedure, the Club shall use good faith efforts to ensure that at least two (2) surgeons are made available to the Player (it being acknowledged that the surgical options presented to the Player may be at the discretion of the Carrier and the Club cannot guarantee more than one (1) such option). If the Player ultimately desires to have such procedure performed by a surgeon who has not been approved in writing by the Club and/or Carrier,

USL Championship – Collective Bargaining Agreement

1927 as required by subsection E above, the Club shall not unreasonably withhold its consent  
1928 to the procedure with the Player's desired surgeon; provided, however, that (i) any costs  
1929 or expenses in connection therewith shall be borne entirely by the Player and (ii) the  
1930 Player acknowledges that such election may result in the loss or reduction of coverage by  
1931 the Carrier with respect to such Covered Injury (or any subsequent aggravations thereof).

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**Article 21. Circumvention**

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It is the intention of the parties that the provisions agreed to herein, including, without limitation, those relating to the Benefit Spend, be interpreted so as to preserve the essential benefits achieved by the parties to this Agreement. Neither the USLPA, the USL, nor any Club (or Club-Related Entity) or Player (or Person acting with authority on behalf of such Player), shall enter into any agreement, including, without limitation, any Standard Player Agreement, or undertake any action or transaction, including, without limitation, the assignment or termination of a Standard Player Agreement, which is, or which includes any term that is, designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by all of the provisions of this Agreement.

**Article 22. Vacation and Time Off**

**A. Vacation.**

1. A Player signed to a multi-year SPA (including an SPA for which one or more options is exercised) shall be entitled to a minimum of six (6) consecutive weeks' vacation each year, to be taken only during the Off-Season between each of his Contract Years, at such times as may be approved by his Club; provided, however, that neither days devoted to national team duty nor days devoted to a Compulsory Tournament (which shall include the twenty-one-day training period prior to such competition for all purposes under this Article 22.A) shall be deemed a break in the continuity of a Player's vacation. Days devoted to national team duty shall be considered part of a Player's vacation time. Days devoted to Compulsory Tournaments, however, shall not count as vacation time in calculating the six-week entitlement.
2. Players on the same Club are not required to be granted the same consecutive six (6) weeks of vacation, provided, however, that the Club shall make good-faith efforts to accommodate Players' vacation-time requests.
3. Clubs may require Off-Season fitness or training regimens and remote reporting of such regimens even while a Player is on vacation, provided the exact time and place of such regimens are not actively organized or mandated by the Club.

**B. Time Off.** Clubs shall make reasonable efforts to provide Players with at least one (1) day off per week and may not go fourteen (14) consecutive days without providing at least one (1) day off. Clubs must provide at least ten (10) days off every ten (10) weeks. National team duty shall be considered time off for the purposes of this provision. Travel days will not be considered a day off. Days off granted to a Player's team while such Player is on vacation or leave shall be considered a day off for such Player.

**C. Bereavement.** In the event of a death of an Immediate Family Member of a Player, the Player shall be entitled to a minimum of four (4) days leave, with pay, upon notice to the Club. Appropriate documentation of the death is to be furnished to the Club by the Player upon request. Subject to applicable Law, the Club has no obligation to pay for any leave granted in excess of four (4) days.

**D. Family Leave.** A Player may request leave from the Club for the birth of his child or the medical emergency of an Immediate Family Member. The Club may require appropriate documentation to support the request for family leave prior to approval, not to be unreasonably withheld. Upon approval, the Player shall receive four (4) days leave, with pay. Subject to applicable Law, the Club has no obligation to pay for any leave granted in excess of four (4) days.

**Article 23. Schedules and Calendar**

A. Duration of League Season. Subject to any applicable Force Majeure provisions, the requirements of Article 22 (Vacation and Time Off) and the limitations set forth in this Article 23, there is no limitation on the length of the League Season provided that it falls within the Standard Compensation Period.

B. Post-Season and Pre-Season Training.

1. *End of Regular Season/Post-Season through November 30.* A Player may be required to train between such Player's team's final Regular Season or Post-Season match and November 30 if:

(a) Player's team has a Compulsory Tournament or a gated tournament or exhibition, in which case the Player may be required to report to training no earlier than five (5) days prior to the date of such match; or

(b) The Player's contract has been extended through the following season.

However, such Players shall receive a minimum of three (3) consecutive days off including Thanksgiving, as determined by the Club in its discretion.

2. *Pre-Season Training Camp Start Date.* No Club may have its Players report to the Club more than eight (8) weeks prior to the date of the first match of the Regular Season (the "Pre-Season Training Camp Start Date") except as set forth in Article 23.B.3.

3. *Exceptions to Pre-Season Training Camp Start Date.* Subject to Article 22 (Vacation and Time Off), the following are exceptions to Article 23.B.2:

(a) Compulsory Tournament Exception: For a Compulsory Tournament, official sanctioned FIFA tournament (e.g., a qualifying tournament for the FIFA Club World Cup), Players may be required to report to training no earlier than twenty-one (21) days prior to the start of such matches; or

(b) Non-Compulsory Tournament/Exhibition Matches: Clubs may play exhibition matches between November 30 and the Pre-Season Training Camp Start Date, provided that: (i) notice of the applicable match is given to the Players at least thirty (30) days in advance, and (ii) round-trip transportation is provided between the Player's Off-Season home and reporting location at the Club's expense; and (iii) the match is either gated or the broadcast rights thereto have been sold. If these requirements are met and the Club schedules exhibition matches or a tournament (other than a

USL Championship – Collective Bargaining Agreement

2021 Compulsory Tournament) during this time period, Players may be  
2022 required to report to training no earlier than five (5) days prior to  
2023 the start of such matches.

2024 The parties' intent in permitting such matches and training is to  
2025 enable Clubs to engage in meaningful competition and not to evade  
2026 the requirement that Pre-Season training camp begin no more than  
2027 eight (8) weeks prior to the first Regular Season match. Clubs shall  
2028 not abuse this provision, and this stated intent, in scheduling  
2029 matches and related training during the Off-Season.

2030 C. Number of Matches.

2031 1. The League Parties will not schedule a Player for more than three (3)  
2032 matches in any seven (7) day period unless such schedule is reasonably  
2033 unavoidable.

2034 2. No Club may play a match within thirty-six (36) hours after the end of a  
2035 prior match unless such schedule is reasonably unavoidable.

2036 3. For avoidance of doubt, national team duty (including the senior and youth  
2037 national teams or Olympic teams of any nation) shall not count toward the  
2038 limitations in Article 23.C.1 or Article 23.C.2 above but may be otherwise  
2039 subject to the limitations set forth in Article 11.B.

2040 4. There is no limitation on the number of matches played between the Pre-  
2041 Season Training Camp Start Date and the start of the Regular Season.

2042 5. From the beginning of the Regular Season through December 23, each  
2043 Club may play no more than fifty (50) matches, *excluding* all FIFA,  
2044 CONCACAF, USSF, CSA, or other Compulsory Tournaments as well as  
2045 any qualifying tournaments or play-in matches (e.g., U.S. Open Cup,  
2046 Canadian Championship, Concacaf Champions League).

2047 D. League Discretion: The USLPA acknowledges that, except as provided in this  
2048 Article 23, League Parties have the right, in their sole discretion, to schedule matches  
2049 involving the Players.

**Article 24. Grievance and Arbitration Procedure**

**A. Scope/Nature of Dispute.**

1. Except as provided otherwise by this Agreement (including by Article 25), any dispute arising after the Effective Date between the USL or a Club, on the one hand, and a Player or the USLPA, on the other hand, and involving either of the following (each, a “Grievance”) will be resolved exclusively in accordance with the procedures set forth in Article 24:

(a) the interpretation of, application of, or compliance with the CBA, the Standard Player Agreement (including any dispute concerning the validity of an SPA), or any other agreement between a Club and a Player (including any dispute concerning the validity thereof); or

(b) the interpretation of, application of, or compliance with any League or Club rules.

2. USL, the USL Clubs, and the USLPA on behalf of the Players hereby agree to utilize the grievance process set forth in this Article 24 as the sole and exclusive means to resolve any Grievance. USL, the USL Clubs, and the USLPA (on behalf of each Player) hereby waives any right to bring any Grievance for resolution on the merits to any FIFA body or tribunal, including any rights pursuant to Chapter IX of the FIFA RSTP. Notwithstanding the foregoing, once a final decision, determination or award has been rendered pursuant to the process set forth in this Article 24, either USL or the Club, on the one hand, or the Player or USLPA, on the other hand, may immediately take such final decision, determination or award to the relevant FIFA body or tribunal or court of law having jurisdiction to be entered and enforced.

3. Any claims or disputes between a Player and a Club which are not Grievances shall be resolved pursuant to the procedures governing such claims or disputes or by private dispute resolution procedures if so affirmatively designated in the SPA between the Player and the Club.

**B. Initiation.** A Grievance may be initiated by a Player, a Club, USL, or the USLPA. A Grievance must be initiated within ninety (90) days from the date of occurrence or non-occurrence of the events upon which the Grievance is based, or within ninety (90) days from the date on which the facts of the matter became known or reasonably should have been known. Any disputes eligible for this Grievance process shall be deemed waived by the grieving party if not initiated in accordance with the terms herein.

**C. Filing/Notice.** Notices given under any of Steps 1 through 3 (each, a “Step”) below are required to be delivered to the adverse party: in (i) writing, in accordance with the requirements of the applicable Step, by e-mail, personal delivery, or nationally recognized overnight courier (with all fees prepaid) or certified or registered mail (in



each case, return receipt requested, postage prepaid); and (ii) telephone (including voicemail) with the other party.

**D. Procedure.**

**1. Step 1 – Discussion Between Player/Club:** Any Player who believes that he has a justifiable Grievance shall first discuss and attempt to settle the matter with his Club's President or General Manager (or a designated representative of such President or General Manager). If the matter is not resolved within three (3) days as a result of such discussions, a written notice of the Grievance shall be presented, either by the Player or the USLPA on such Player's behalf, in accordance with the requirements of this Article 24, to the Club's designated representative (i.e., the President, General Manager, or a designee of either), with a copy to the USL. Within seven (7) days following receipt of such notice, Club's designated representative shall advise the Player in writing (with a copy to the USLPA) of his or her decision, and shall furnish a copy of such decision to the USL. If the decision of the Club's designated representative is not appealed to the Grievance Committee within seven (7) days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

**2. Step 2 – Appeal to Grievance Committee:**

(a) Within seven (7) days after Player's receipt of the response from Club's designated representative, the Player may appeal such Grievance to the Grievance Committee, which shall consist of a representative appointed by USL and a representative appointed by the USLPA (the "Grievance Committee"). To appeal a Grievance under this Step 2, the appealing party must submit a written grievance to the USL and the USLPA, in a form or format to be agreed upon by the USL and the USLPA that contains the following:

(i) Detailed facts upon which the Grievance is based, including the event, the date of the event, the aggrieved player or players (in case of grievance made by player or USLPA) or club (in the case of grievance made by club), and, if applicable, the written decision of Club's designated representative;

(ii) References to the specific section or sections of CBA, Standard Player Agreement, or other agreement between the Club and Player alleged to have been violated;

(iii) The relief requested; and

(iv) The date that the Grievance is filed at Step 2.

- 2130 (b) Within seven (7) days following such appeal to the Grievance  
2131 Committee the Club shall submit to the Player, the USLPA and the  
2132 USL a written statement of position which will set forth the Club's  
2133 position on the Grievance, including a factual response to the  
2134 Player's appeal and the reasons for the Club's position.
- 2135 (c) Within fourteen (14) days following receipt of the appeal and the  
2136 statement of position, the Grievance Committee shall meet with the  
2137 parties to the dispute by videoconference on a mutually agreed-  
2138 upon date and time. During the Grievance Committee meeting, the  
2139 parties shall discuss with specificity the claims alleged in the  
2140 Grievance and discuss resolution and/or settlement of the  
2141 Grievance.
- 2142 (d) If, as a result of the Grievance Committee Meeting, the parties are  
2143 unable to resolve the Grievance, the Grievance Committee will  
2144 schedule and conduct a Grievance Hearing in accordance with Step  
2145 3 below.

2146 3. **Step 3 – Grievance Hearing:**

- 2147 (a) Within seven (7) days following the Grievance Committee  
2148 Meeting, the Grievance Committee will meet again with the Parties  
2149 to set a date for a Hearing, discuss the witnesses and exhibits the  
2150 parties may deem necessary for such Hearing, and advise of any  
2151 other related deadlines or procedural requirements. At the Hearing,  
2152 the parties to the Grievance will have the right to present, by  
2153 testimony or otherwise, any evidence relevant to the Grievance. In  
2154 instances in which the parties agree that the material facts giving  
2155 rise to the Grievance are not in dispute, the Grievance Committee  
2156 shall have the authority to decide the merits of the case solely on  
2157 the written submissions of the parties. The Grievance Committee  
2158 may hold the hearing by video conference call under procedures  
2159 prescribed by the Grievance Committee. In-person hearings shall  
2160 take place in the city where the Club is located, unless otherwise  
2161 ordered by the Grievance Committee. In a dispute between the  
2162 USL and the USLPA, any in-person hearings shall take place at a  
2163 mutually agreed-upon, neutral venue (unless otherwise agreed).
- 2164 (b) No later than twenty-one (21) days prior to the date set for the  
2165 Hearing (the "Discovery Deadline"), the parties will exchange and  
2166 provide the Grievance Committee with copies of all documents,  
2167 reports, and records (including, for the avoidance of doubt, any  
2168 witness statements) relevant to the Grievance and/or responsive to  
2169 requests from the opposing party. Any procedural disputes shall  
2170 be resolved by the Grievance Committee; in the event the  
2171 Grievance Committee is unable to reach a consensus, the parties

may document their position as to the procedural dispute for the official record, and each member of the Grievance Committee shall include a description of his/her position in any decision ultimately recommended by such member. It is intended that witnesses appear at the Hearing. If a witness is unavailable, the party offering the witness shall notify the other party and the Grievance Committee as soon as the unavailability of the witness is known. The record shall be closed at the end of the Hearing unless the Grievance Committee orders otherwise.

(c) The Grievance Committee will either issue a joint decision resolving the Grievance or separate decisions recommending separate dispositions of the Grievance, together with the reasons for the recommended dispositions, in light of the whole record and upon the weight of the evidence presented. If the Grievance Committee issues a joint decision it shall constitute a disposition of the Grievance that will be final and binding on the parties. If the Grievance Committee issues separate decisions, the record of the Hearing, including the separate decisions will be submitted to the Impartial Arbitrator in accordance with Step 4.

(d) Except where prohibited, precluded or preempted by applicable Law, the parties hereby agree that the Grievance Committee (and the Impartial Arbitrator) shall be explicitly authorized to decide any statutory issues that may arise under Section 8 of the National Labor Relations Act or that, if proven, would form the basis for an unfair labor practice under such provisions.

4. **Step 4 – Impartial Arbitrator’s Award:** The Grievance Committee will submit the record of the Hearing to the Impartial Arbitrator within three (3) days after the issuance of the separate decisions. The Impartial Arbitrator will review the record and issue an Award which adopts one of the two separate decisions issued by the Grievance Committee. The other separate decision will be considered a dissenting opinion. The Impartial Arbitrator will have the authority to resolve any unresolved procedural disputes. The Impartial Arbitrator will issue the Award within twenty-one (21) days of receiving the record. The Impartial Arbitrator’s Award will be final and binding on the parties.

5. **Substitution of Club with USL:** In the case of a Grievance of a Player (or USLPA, on behalf of a Player) against the USL (in lieu of a Club) or vice-versa, the same process shall apply, albeit with any reference to the Club replaced by a reference to the USL.

E. Selection of Arbitrator. There will be one arbitrator, appointed jointly and confirmed in writing by the Parties, who shall serve for the duration of this Agreement (such individual, the “Impartial Arbitrator”); provided, however, that between December

1 and 15 of any year, either Party may discharge the Impartial Arbitrator by serving written notice upon him or her and upon the other party. The Parties shall thereafter agree upon (and confirm in writing) a successor Impartial Arbitrator within the following sixty (60) days or, failing such selection, the parties shall jointly request JAMS (or such other organization as the Parties may agree upon) to submit to the Parties a list of eleven (11) individuals, none of whom shall have, nor whose firm shall have, represented within the past five (5) years any professional athletes; agents or other representatives of professional athletes; labor organizations representing athletes; sports leagues, governing bodies, or their affiliates; sports teams or their affiliates; or owners in any professional sport, with a preference for (i) members of the National Academy of Arbitrators and/or (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days from the receipt of such list agree to the identity of the Impartial Arbitrator from among the names on such list, they shall return said list, with up to five (5) names deleted therefrom by each party, to JAMS (or such other organization as the Parties may have agreed upon), which shall choose from the remaining name(s) on the list the identity of the Impartial Arbitrator. For avoidance of doubt, nothing in this Agreement prohibits the parties from appointing the same individual to act as both the Impartial Arbitrator and the System Arbitrator.

F. Fees and Costs of Grievance Process. All costs and expenses incurred in connection with the Grievance Process shall be borne by the party incurring such costs (including its own attorneys fees and costs and the costs and expenses of its witnesses and other representatives). The parties shall share equally any costs or fees of the Impartial Arbitrator. The parties may agree to retain and share equally the costs of a stenographer to record the hearing transcript in advance of a Hearing. If the parties do not agree jointly to retain a stenographer, any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the Grievance Committee and the other party of such arrangements in advance of the Hearing. The requesting party shall pay the cost of the record. The transcript must be made available to the Grievance Committee and to the other party for inspection, even if one party does not agree to pay for the transcript. Any party wanting an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. Other incidental expenses not expressly provided for in this Article 24, such as hearing room rental fees, if any, mutually agreed to in advance shall be borne equally by the parties.

**Article 25. System Arbitration**

A. Scope/Nature of Dispute. Disputes between the USL and the USLPA which directly impact more than one Player or more than one Club will be resolved exclusively in accordance with the procedures set forth in this Article 25 (a “System Arbitration”). System Arbitrations may include disputes under Article 1 (Definitions), Article 4 (Duration of Agreement), Article 6 (Management Rights), Article 8 (Standard Player Agreement), Article 14 (Player Movement), Article 18 (Benefit Spend), Article 21 (Circumvention), Article 32.B.2 (Force Majeure), and any other disputes mutually agreed between the USL and USLPA. In the event of a disagreement between the USL and the USLPA, the System Arbitrator shall have exclusive jurisdiction to determine whether the System Arbitrator or the Impartial Arbitrator has jurisdiction to hear or resolve a particular dispute.

B. Initiation. System Arbitrations may only be initiated by the USL or the USLPA. A System Arbitration must be initiated within one (1) year from the date of occurrence or non- occurrence of the events upon which the dispute is based, or within one (1) year from the date on which the facts of the matter became known or reasonably should have become known. Any claims for relief arising out of disputes eligible for System Arbitration shall be deemed waived if not filed within such timeframe.

C. Filing/Notice. Neither the USL nor the USLPA may initiate a System Arbitration until and unless it has first discussed the matter with the other Party in an attempt to settle it. Either the USL or the USLPA may initiate a System Arbitration by providing notice to the other Party, with a copy of such written notice to be filed with the System Arbitrator. Notices given under this paragraph are required to be delivered to the adverse party and to the System Arbitrator: in writing, by e-mail, personal delivery, or nationally recognized overnight courier (with all fees prepaid) or certified or registered mail (in each case, return receipt requested, postage prepaid); and (ii) telephone (including voicemail) with the other party.

D. Selection of Arbitrator. There will be one arbitrator, appointed jointly and confirmed in writing by the Parties, who shall serve for the duration of this Agreement (such individual, the “System Arbitrator”); provided, however, that between December 1 and 15 of any year, either Party may discharge the System Arbitrator by serving written notice upon him or her and upon the other party. The Parties shall thereafter agree upon (and confirm in writing) a successor System Arbitrator within the following sixty (60) days or, failing such selection, the parties shall jointly request JAMS (or such other organization as the Parties may agree upon) to submit to the Parties a list of eleven (11) individuals, none of whom shall have, nor whose firm shall have, represented within the past five (5) years any professional athletes; agents or other representatives of professional athletes; labor organizations representing athletes; sports leagues, governing bodies, or their affiliates; sports teams or their affiliates; or owners in any professional sport, with a preference for (i) members of the National Academy of Arbitrators and/or (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days from the receipt of such list agree to the identity of the System Arbitrator from among the names on such list, they shall return said list, with up to five (5) names deleted therefrom

by each party, to JAMS (or such other organization as the Parties may have agreed upon), which shall identify the System Arbitrator from the remaining name(s) on the list. For avoidance of doubt, nothing in this Agreement prohibits the parties from appointing the same individual to act as both the Impartial Arbitrator and the System Arbitrator.

E. Hearing. Upon receipt of the notice of the dispute, the System Arbitrator will set a hearing date mutually agreed to by the Parties. At the hearing, the parties to the System Arbitration will have the right to present, by testimony or otherwise, any evidence relevant to the dispute. In instances in which the parties agree that the material facts giving rise to the System Arbitration are not in dispute, the System Arbitrator shall have the authority to decide the merits of the case solely on the written submissions of the parties. The parties may agree to hold the hearing by telephone or video conference call. In-person hearings shall take place in a neutral location to be agreed upon by the Parties.

F. Discovery. No later than twenty-one (21) days prior to the date set for any hearing (the “Discovery Deadline”), each party will submit to the other copies of all documents, reports, and records (including, for the avoidance of doubt, any witness testimony) relevant to the dispute or reasonably requested by the other Party. It is intended that witnesses appear (either by phone or in-person, as applicable) at the arbitration hearing. If a witness is unavailable, the party offering the witness shall notify the other party as soon as the unavailability of the witness is known. Witnesses may testify by videoconference. The record shall be closed at the end of the hearing unless the arbitrator orders the contrary.

G. System Arbitrator’s Authority. The System Arbitrator shall make an award in light of the whole record and shall decide the case upon the weight of the evidence presented. The System Arbitrator shall interpret this Agreement and the SPA, and cannot add to, delete from, or modify this Agreement, the SPA, or any other applicable document. The decision of the System Arbitrator is binding upon the parties involved and the parties to this Agreement.

H. Fees and Costs of System Arbitration. All costs and expenses incurred in connection with the Grievance process shall be borne by the party incurring such costs (including its own attorneys fees and costs and the costs and expenses of its witnesses and other representatives). The parties shall share equally any costs or fees of the System Arbitrator. The parties may agree to retain and share equally the costs of a stenographer to record the hearing transcript in advance of a hearing. If the parties do not agree jointly to retain a stenographer, any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the Grievance Committee and the other party of such arrangements in advance of the Hearing. The requesting party shall pay the cost of the record. The transcript must be made available to the Grievance Committee and to the other party for inspection, even if one party does not agree to pay for the transcript. Any party wanting an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. Other incidental expenses not expressly provided for in this Article 25, such as hearing room rental fees, if any, mutually agreed to in advance shall be borne equally by the parties.



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**Article 26. Savings Clause**

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In the event that any provision hereof is found to be inconsistent with the Internal Revenue Code of 1986, as amended (or the rules and regulations issued thereunder), the National Labor Relations Act, or any other applicable Laws, then the Parties hereto agree to make such changes as are necessary to avoid such inconsistency and retain, to the extent possible, the intention of such provision.

**Article 27. Interpretation; Choice of Law**

A. Integration, Entire Agreement. This Agreement, together with the exhibits hereto, and any letter agreements executed contemporaneously herewith, constitutes the entire understanding between the Parties. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by an authorized representative of both the League and USLPA.

B. Interpretation.

1. The USL and USLPA recognize and acknowledge that there is and may continue to be (i) a collective bargaining relationship between USL Pro-2, LLC ("League One") and the USLPA, which is separate and distinct from the collective bargaining relationship between the USL and the USLPA.
2. The USL and USLPA agree that this Agreement shall be interpreted without reference: (i) to any past, present or future League One/USLPA collective bargaining agreement (or to any other past, present or future agreement between League One and the USLPA) or to any past, present, or future League One agreements (including its standard player agreement) (collectively, "League One Agreements"); (ii) to any of the provisions of such agreements or contracts; (iii) to the fact that a subject was not or is not covered by or included in any such agreements or contracts; and/or (iv) to any judicial, arbitral, or administrative decision interpreting any of such agreements or contracts.
3. The parties agree that they will make no reference to any of the League One Agreements, contracts or decisions referred to in Article 27.B.2 above, or to the fact that a particular provision was not or is not included in any such agreement or contract, or to any practice or policy of League One, in any arbitral, judicial, administrative, or other proceeding concerning the interpretation or enforcement of this Agreement, including, without limitation, a proceeding brought under Article 22.D or Article 24 of this Agreement. The Parties further agree that no such agreement, contract, provision (or absence of provisions), decision, practice, or policy may be relied upon by any decision maker in such proceedings.

C. Choice of Law. This Agreement (including the Standard Player Agreement, and all other Exhibits hereto and thereto) shall be construed and interpreted under, and shall be governed by, the Laws applicable to contracts made and performed in the State of New York, except where federal law may govern.



**Article 28. Limitation of Liability**

A. No Consequential or Indirect Damages. In no event shall a Club, the League, the USLPA, or a Player (or any of their respective representatives) be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits or revenues from any Grievance (i.e., any claim meeting the criteria set forth in Section 24.A), regardless of (1) whether such damages were foreseeable and (2) whether or not it was advised of the possibility of such damages.

B. If Remedy Fails of Essential Purpose.

1. The limitation of liability provisions set forth in this Article 28 shall apply even if a Player's remedies under this Agreement or his SPA fail of their essential purpose.
2. The USLPA, on behalf of the Players, acknowledges and agrees that the Parties entered into the Agreement in reliance upon the limitations of liability set forth in this Article 28, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

**Article 29. Other**

A. Headings and Organization. The headings and organization of this Agreement are solely for the convenience of the Parties, and shall not be deemed part of, or considered in construing or interpreting, this Agreement.

B. Time Periods. Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.

C. Exhibits. All of the Exhibits hereto (and the exhibits or addenda thereto) are an integral part of this Agreement and of the agreement of the Parties.

D. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted and shall be construed in accord with its terms. No Party shall be entitled to any presumption or construction in such Party's favor as a result of any Party having assumed the primary burden of drafting any part of this Agreement.

E. Authorization. The USL represents that it has been duly authorized to enter into and execute this Agreement on behalf of itself and the USL Clubs. The USLPA hereby represents that it has been duly authorized to execute this Agreement on behalf of the Players.

F. Further Assurances. The USL, the USL Clubs, and the USLPA shall, upon the request of any party hereto, execute and deliver such further documents and instruments and take such other actions as are reasonably necessary and appropriate to implement and effectuate the provisions of this Agreement.

**Article 30. Notices**

Any notice to be given under the terms of this Agreement whose method is not otherwise specified herein shall be given in writing by hand-delivery, first-class prepaid mail, or email (with confirmation of transmission) (in each case, return receipt requested, postage prepaid), addressed as follows or to such other persons or addresses as the Parties may designate in writing from time to time:

A. To the USL:

USL Championship  
1715 N. Westshore Blvd., Suite 825  
Tampa, FL 33607  
Attn: Legal  
Email: [Legal@uslsoccer.com](mailto:Legal@uslsoccer.com)

B. To a USL Club:

To the attention of the individual at the address and email address set forth on a list to be furnished by the League to the USLPA in advance of each Season (and as may be amended in writing from time to time thereafter)

C. To the USLPA:

USL Players Association  
c/o Segal Roitman, LLP  
33 Harrison Ave., 7th Floor Boston, MA 02111 Attn: Mr. Paul Kelly  
Email: [uslplayers@gmail.com](mailto:uslplayers@gmail.com) (with a copy to [pkelly@segalroitman.com](mailto:pkelly@segalroitman.com))

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**Article 31. All-Star Game; National Team Matches**

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A. All-Star Game. If invited and deemed healthy and Fit by the Club-designated physician, the Player will practice and play for any League all-star or other showcase team, if any, and participate in any ancillary activities or competitions associated therewith. A Player will be provided with (or reimbursed for, as applicable) travel and lodging, per diem (as set forth in Article 19.A) and a fee for appearing at and participating in any such League showcase or all-star game (and any ancillary or related activities). Through the 2023 Season, such fee shall be one thousand dollars (\$1,000) and, thereafter, such fee shall be one thousand one hundred fifty dollars (\$1,150).

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B. National Team Matches. A Player participating in a national team match may not be required by the League or Club to participate in any match within forty-eight (48) hours of the national team match, if the national team match is played within CONCACAF, or within seventy-two (72) hours if the match is outside CONCACAF. A Player may voluntarily waive this restriction.

**Article 32. Soccer Camps**

A. Restrictions on Competing Activities. Each Club has a substantial interest in promoting youth and other competitive or recreational soccer within its respective territory (defined, for purposes of this CBA, as the area within fifty (50) miles of its home stadium). Therefore, during the term of a Standard Player Agreement and, subject to the exceptions below, each Player agrees not to participate within the territory of any USL Club, in any fashion, with youth soccer clubs, soccer camps, or soccer clinics, or to engage in any related activity involving more than ten (10) players in any given day without the written consent of the Club in whose territory the activities are being conducted (which may be withheld in the reasonable discretion of the Club). The foregoing shall not limit a Player's ability to continue activities in which he was involved prior to the effective date of his Standard Player Agreement; provided, however, that such activities: (i) do not detrimentally affect the Player's ability to perform his other obligations under his Standard Player Agreement; (ii) do not take place in the territory of any USL Club (unless the Player obtains the consent of that USL Club, which consent will not be unreasonably withheld or delayed; provided, however, that a Club's involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold consent); and (iii) do not otherwise violate the terms of this Agreement or his SPA.

B. Additional Soccer Camp Opportunities.

1. A Player may be required to make Promotional Appearances at Soccer Camps (and, in each instance, the provisions of Article 12.F shall apply to all such Appearances). As used herein, a "Soccer Camp" means any soccer (i) camp, (ii) clinic, or (iii) club, in each case sponsored or conducted by a Club or its licensee under a bona fide arrangement, or in which the Club or its bona fide licensee has a material financial interest.
2. Additional Soccer Camp work (including supervisory work or work outside the scope of what would be included in a Promotional Appearance) may be the subject of a separate written agreement between the Club and the Player (a copy of which must be provided to the USL), but shall not be included in or made a part of the Player's Standard Player Agreement. Absent such a separate written contract, additional Soccer Camp work may only be made available to the Player by the Club on a voluntary basis.

**Article 33. Force Majeure**

A. Force Majeure Event. “Force Majeure Event” shall mean the occurrence of an event or condition, not within the reasonable control of the League (or a Club, if applicable), that in the League’s reasonable discretion either:

1. makes it impossible for the League to perform its obligations under this Agreement; or

2. in and of itself, makes it economically impracticable for the League or a Club to perform its obligations under this Agreement (or the Standard Player Agreements);

3. results in substantial limitations on the ability of fans to attend matches; or

4. renders a Club unable (in the League’s reasonable discretion) to conduct full-squad, competitive, on-field team activities in its territory (including the inability to play in Official Matches in its home stadium).

A Force Majeure Event may also be declared by the League if it is reasonably foreseeable that the occurrence of the event or condition will result in the satisfaction of any of clause (1) through (4) above. Force Majeure Events include (without limitation): wars or war-like action (whether actual, conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism; explosions; epidemics or pandemics (including of COVID-19); weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms or earthquakes; national or regional emergency; and any governmental order or action (civil or military). However, for the 2021 Season only, the COVID-19 pandemic may not be deemed to satisfy any of clauses (1) through (3) above.

B. Notice of Force Majeure Event. The League shall give notice of the Force Majeure Event to the USLPA, stating whether the Force Majeure Event is applicable to one or more Clubs or the League as a whole, and shall promptly convene with the USLPA to discuss the effects thereof.

C. Compensation During Hiatus.

1. As used herein, “Hiatus Period” means any period of time during which the League (in its reasonable discretion), due to a Force Majeure event, has (i) indefinitely postponed or suspended a Season or (ii) postponed or suspended a Season for a period of thirty (30) days or more. The League shall promptly provide notice to the USLPA of (i) the start date of any Hiatus Period and (ii) the period of time the Hiatus Period is expected to continue. The League shall also promptly convene with the USLPA to discuss the effects thereof.

2. From the 14<sup>th</sup> day of a Hiatus Period through the conclusion thereof, a Club may reduce the Salary of each of its Players to the greater of \$2,000 per (30-day) month (*pro rata*) or 50% of the Player’s monthly Salary (such amount, his “Hiatus Pay”).

3. The applicable reduction in a Player's Salary may be applied by the Player's Club to each payment that is due or becomes due to such Player following the 14<sup>th</sup> day of the Hiatus Period (whether under the SPA that was in existence at the commencement of the Force Majeure Event or any subsequent SPA between the Player and the Club). Upon the conclusion of the Hiatus Period, the Players will again receive their unreduced Salary.

4. For the avoidance of doubt, a Club shall continue to provide the housing (or housing assistance) and health insurance to each Player during the Hiatus Period as otherwise required by their respective SPAs (except in such circumstances that the Player requests in writing to no longer have such housing and/or health insurance provided).

D. Compensation Upon Cancellation.

1. *Prior to April 1.*

(a) If a Force Majeure Event occurs and due (in whole or in part) thereto, (i) the League ultimately cancels a Season (or the remainder of a Season) on or prior to March 31 or (ii) a Club is removed from the schedule (or the remainder of the schedule) on or prior to March 31, the Club shall pay a Player his Hiatus Pay from the date of such cancellation or removal through May 15.

(b) Thereafter, a Club shall have no further obligation to provide the Player any remaining Base Compensation or other benefits for such Season, other than for relocation at the conclusion of the Season (if such was specified in the player's SPA).

2. *On or After April 1.* If a Force Majeure Event occurs and due (in whole or in part) thereto, either:

(a) the League ultimately cancels a Season (or the remainder of a Season) after March 31; or

(b) the League concludes the Season prior to the later of (x) October 1 and (y) the date that is 30 days prior to the date the championship match had otherwise been scheduled; or

(c) a Club is removed from the schedule (or the remainder of the schedule) after March 31; then

the Club shall pay a Player his Hiatus Pay for a period of forty-five (45) days following such cancellation/removal. Thereafter, a Club shall have no further obligation to provide the Player any remaining Base Compensation or other benefits for such Season, other than for relocation at the conclusion of the Season (if such was specified in the player's SPA). Furthermore, any option to extend a Player's SPA for the following season must be exercised within the same forty-five (45) day period; otherwise,

2558                               such option shall be deemed to have been declined.

2559           E.       Club, League, Player Rights Cumulative. Exercising any rights pursuant to this  
2560 Force Majeure provision will not cause the USLPA, the Players, the League or a Club to  
2561 relinquish any rights it may otherwise have had under the CBA or a Standard Player  
2562 Agreement (including, for example, a Club’s right to exercise options to extend a  
2563 Player’s SPA for one or more additional Seasons, except as such exercise deadlines are  
2564 modified by subsection D.2 above).

2565           F.       Season Extension. In the event that, due (in whole or in part) to a Force Majeure  
2566 Event, a Season was unable to be completed prior to November 30, the League may elect  
2567 to extend the SPAs of Players on applicable Clubs through the conclusion of the Season,  
2568 which the League may extend no later than December 31 of the applicable calendar year.  
2569 For the avoidance of doubt, the Standard Compensation Period would also be extended,  
2570 in accordance with Article 8 (which extends the Standard Compensation Period to cover  
2571 any period of time during which the Player is actually required by the Club to report for  
2572 work). The Parties shall negotiate in good faith over any other Force-Majeure related  
2573 matters.



**EXHIBIT A**

**Standard Player Agreement**

*Included on the following pages*

## STANDARD PLAYER AGREEMENT

League: USL Championship (the "League")

Club Name: \_\_\_\_\_ (the "Club")

Effective Date: \_\_\_\_\_ (the "Effective Date")

Player Legal Name: \_\_\_\_\_ (the "Player")

Date of Birth: \_\_\_\_\_

SPA Type: ☐ Guaranteed

☐ Performance-Based

This Standard Player Agreement (this "SPA") is made as of the Effective Date by and between the Player and the Club (each a "Party" and, collectively, the "Parties"). In consideration for the mutual promises contained herein, the Parties agree as follows:

**1. DEFINITIONS; CONFLICTING TERMS.** Capitalized terms not otherwise defined in this SPA have the meaning ascribed to them in the Collective Bargaining Agreement entered into between the League (on behalf of the clubs) and the USL Players Association (on behalf of the players) (as amended, supplemented, or otherwise modified from time to time, the "CBA"). Notwithstanding anything to the contrary in this SPA, this SPA shall be deemed amended in such a manner as to require the parties to comply with all terms of the CBA and, in the event of any inconsistency between the terms of this SPA and the terms of the CBA, the provisions of the CBA shall control.

### 2. TERM.

- a. Initial Term. The Club agrees to employ the Player as a professional soccer player for an initial term beginning on the Effective Date and ending on November 30 of the season set forth in Addendum B, unless and until terminated in accordance with Section 12 (the "Initial Term"). The Initial Term and, once exercised, any Option Terms are collectively referred to as the "Term".
- b. Option Term.
  - i. The Parties have agreed that the Club has a unilateral right to extend the Term of this SPA (each, an "Option") for those seasons (if any) set forth in Addendum B (each such period, an "Option Term"). The Player's compensation during each Option Term must be set forth in Addendum C (i.e., it cannot be left blank or subject to an "agreement to agree").
  - ii. The Parties may not include more than two (2) Options and such Options, in the aggregate, may extend the Term for no more than three (3) years. Once an Option is exercised, this SPA shall be considered a "Guaranteed SPA" for such Option Term.
  - iii. The Club may exercise an Option by sending a written notice, in the form or format required by the League, to the Player prior to the end of the Term (an "Option Notice").

### 3. CLUB OBLIGATIONS.

- a. Compensation. In consideration for the Player's services as a professional soccer player, the Club shall compensate the Player as follows:
  - i. Salary. For each Contract Year covered by this SPA, the Club shall provide the Player with the Salary set forth in Addendum C (except as such Salary may be modified in the case of a Force Majeure Event (in accordance with Article 33 of the CBA)). If the Club has one or more Options pursuant to Section 2.b, the Parties shall also include the Salary to be provided to the Player during such Option Term(s).
  - ii. Additional Compensation/Benefits. In addition to the Salary, the Club shall provide the Player with such additional amounts or benefits (if any) as are listed on Addendum C according to the schedule(s) therein.
  - iii. Health Insurance. If group health insurance is made available through the Club, the specific plan offerings, eligibility requirements and benefits shall be as set forth in the applicable summary plan description (which shall be provided to the Player).
  - iv. Intermediaries. If the Player was represented by an agent or broker (an "Intermediary") in connection with his negotiation of this SPA with the Club, and the Club has agreed to pay the Intermediary (on the Player's behalf) any or all of the amounts owed by the Player, such amounts are included in Addendum C. Player acknowledges that such payments may be treated as "income" to the Player and that there may be tax implications for the Player arising out of such payments.
  - v. Minimum Base Compensation. Throughout the Standard Compensation Period of each Contract Year covered by this SPA, the Club shall provide the Player with Base Compensation of no less than the Minimum Base Compensation set forth in Article 18.D of the CBA. For the Initial Contract Year, the Club certifies that it reasonably anticipates the Base Compensation of the Player during the Standard Compensation Period to be as set forth in Addendum D.
- b. Immigration/Eligibility. The Club shall collect documentation from the Player demonstrating that the Player is lawfully entitled to work in the country in which the Club is based. If such documentation demonstrates that additional permissions are necessary from an immigration authority, Club shall be responsible for obtaining and maintaining such permissions (e.g., a valid work visa) during the Term. If, despite commercially reasonable efforts, the Club is unable to secure or maintain such permissions, the Club may terminate this SPA upon notice to the Player without payment or penalty.
- c. Operation of the Club. The Club shall operate a soccer team in the League in compliance with all applicable laws, regulations and those rules published by the League or its affiliates ("League Rules").
- d. Expenses. The Club agrees to pay (either by direct purchase or by reimbursement to the Player, at the Club's election) all reasonable and necessary out-of-pocket expenses incurred in providing lodging, transportation, and meals for the Player while traveling to participate in away games or other required activities outside of the Club's home city. The Club also agrees to pay (either by direct purchase or by reimbursement to the Player, at the Club's election) any reasonable and necessary out-of-pocket expenses incurred in connection with Player's

participation in promotional activities in which he is required to participate by the Club or League.

- e. Uniform and Equipment. The Club shall provide or loan to the Player the uniform and equipment that are reasonably required for the Player to fulfill his obligations under this Agreement. Unless otherwise instructed by the Club, the Player shall only use such uniform and equipment for team training, games, and events. The Player shall not alter or disfigure items loaned or provided under this subsection. Upon request of the Club, the Player shall return any items loaned under this subsection within thirty (30) days. In the event that the Player does not return such items within such thirty (30) day period, the Club may deduct the replacement value from any compensation due to the Player.

#### **4. SERVICES.**

- a. Pursuant to the terms herein, the Club hereby retains Player to render, and Player agrees to render, skilled services as a professional soccer player.
- b. Player shall perform all of the duties that may be required of and from him pursuant to the terms of the CBA and this Standard Player Agreement, including that he be available and promptly report for and, to the best of his ability, fully participate in (in all cases, subject to the terms of the CBA): (i) all of the Club's training and practice sessions, workouts, meetings, and matches, (ii) any League all-star or other showcase competition and any ancillary activities or competitions associated therewith; and (iii) all other activities required under the CBA or this SPA, unless excused by the Club or League, as applicable.

#### **5. APPEARANCES AND PROMOTIONAL ACTIVITIES.**

- a. General. The Player agrees and recognizes his duty to assist, upon the reasonable request of the League or Club (as applicable) in the promotion and marketing of the League, his Club, and the sport of soccer, including as set forth in this Section 5 (it being acknowledged, however, that this obligation is subject to the terms of the CBA, and more specifically that this duty does not include any obligation of the Player to promote the League, his Club, or the sport of soccer through any personal social media channels).
- b. Media Appearances. Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with the League and the Club, either separately or together, to be available for and participate in such news media photo sessions and interviews and other media Appearances as may reasonably be required.
- c. Promotional and Charitable Appearances. Player agrees and recognizes his duty to assist in the promotion and marketing of the League, its Clubs, and the sport of soccer. Upon request by the Club or the League, Player shall be required to make Appearances for the primary purpose of promoting or marketing (a) the League, the Club and/or the sport of soccer and (b) charities, public services or other community services or events (each, a "Promotional Appearance"), in each instance subject to the terms set forth in Article 12.F of the CBA. Promotional Appearances may include (without limitation), youth organizational visits, award shows, projects and programs, skills shows, talks, speeches, autograph signings, post-match meet-and-greets, clinics, or hospitality or promotional events. For the avoidance of doubt, however, no such Appearance shall require the Player to endorse or to give a testimonial for any product or service.

- d. Commercial Appearances. Subject to the limitations imposed by Article 12.F of the CBA, Player may be required to make Appearances for the primary purpose of promoting Commercial Affiliates or a commercial enterprise other than the League or their Club without additional compensation (each, a “Commercial Appearance”).
- e. Bulk Autograph Signing. Player may be required to participate in internal bulk autograph signing of items mandated by the Club or the League, provided that Player receives a minimum of twenty-four (24) hours’ notice of any such bulk autograph signing.

## 6. CONDUCT.

- a. The Player shall (in each case, subject to the terms of the CBA): (i) perform the services to the best of his ability; (ii) play soccer only for the Club and its assignees during the Term; (iii) be neatly and fully attired in public; (iv) conduct himself on and off the field according to a high standard of honesty, fair play, and sportsmanship; (v) conduct himself in compliance with all applicable laws and League Rules; and (v) not do anything that is materially detrimental or materially prejudicial to the best interests of the Club or the League.
- b. The Club may establish, maintain, modify and enforce rules with which its players (including the Player) shall comply at all times, whether on or off the field; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this SPA or the CBA. Subject to the provisions of the CBA, such rules shall be part of this SPA as fully as if herein written and shall be binding upon the Player.
- c. The Club may discipline the Player for violation of the Club’s rules and otherwise for just cause. The discipline to be imposed, if any, shall be considered and decided by the Club, who may terminate a SPA or impose other lesser discipline in lieu of termination at any time without further obligation on either party; provided, however, that: (i) any such discipline is reasonable in relation to the offense (or series of offenses, if applicable); (ii) if such discipline is monetary (e.g., a fine), such discipline is also reasonable in relation to the Player’s compensation; and (iii) the schedule of fines (or other discipline) had been distributed or otherwise made available to the Player prior to the occurrence of the applicable violation.
- d. If the Player is disciplined by the Club, he shall be given notice in writing, stating the amount of the fine, the duration of the suspension, and any other discipline (in each case, as applicable), and the reasons therefor.

**7. WITHHOLDING.** The Club shall deduct from any amounts due to the Player per this SPA any fines or penalties levied against the Player by USL or the Club unless (i) the fine is under appeal to the League or (ii) the USL’s decision in connection with such fine or penalty is the subject of a Grievance. If such fine is due to caution accumulation, such amount may be deducted at the discretion of the Club. Any amounts withheld from the Player pursuant to this Section 7 shall be retained by the Club or the League.

## 8. PHYSICAL CONDITION.

- a. Medical Examination.
  - i. The Club may, from time to time at its own cost, arrange for a Club-designated physician to conduct a medical examination of the Player (a “Medical Examination”), at such times as the Club reasonably deems advisable.

- ii. In connection with any Medical Examination, the Player agrees to: (A) participate in and cooperate therewith; and (B) supply complete and truthful information.
  - iii. The Club may, from time to time, require that the Player fully and timely complete certain forms or questionnaires relating to the Player's medical history ("Medical Information Forms"). Player agrees to complete such Medical Information Forms truthfully and without material omissions and acknowledges that doing so is a material condition of this SPA.
  - iv. If and to the extent necessary to enable or facilitate the disclosure of medical information as provided for by this SPA or Article 10 of the CBA, the Player shall execute such individual authorizations as may be requested by the Club or as may be required by health care providers who examine or treat the Player.
- b. Injury and Illness.
- i. The Player agrees to use his best efforts to keep himself Fit. If the Player is not Fit, in the reasonable discretion of the Club's physician, the Club may require the Player to complete any rehabilitation or training activities that the Club's personnel (including the Club-designated physician) may specify.
  - ii. The Player agrees to promptly (i) notify the Club's coach, athletic trainer, or physician of any injury, illness, or medical condition which (a) may impair or otherwise affect, either immediately or over the course of this SPA, his Fitness or (b) was otherwise incurred (or aggravated) during the scope and course of the Player's employment with the Club including, but not limited to, travel with his team or on business requested by the Club and (ii) in the case of an injury, provide any additional information about the circumstances leading to the injury requested by the Club. The obligations of this paragraph depend on the Player's knowledge of the condition or injury and, with respect to clause (i)(a), its effect on his Fitness.
  - iii. The Club acknowledges that the Player does not breach this SPA solely by virtue of suffering an injury, illness, or condition (regardless of whether such injury, illness, or condition was suffered as a result of Player performing his obligations under this SPA). Notwithstanding the preceding sentence, the Player will be deemed to have materially breached this SPA in the event he suffers an injury, illness, or condition as a direct result of his breach of Section 9.b.
- c. Fitness as Condition Precedent. If so designated by mutual agreement in Addendum E to this SPA, the validity of this SPA may be conditioned upon passing a Medical Examination (or the failure of the Club to notify the Player of the contrary within the applicable deadline), as further set forth in Addendum E and Article 10.C.3 of the CBA. Otherwise, for the avoidance of doubt, the validity of an SPA may not be conditioned upon passing a Medical Examination.

## 9. OUTSIDE ACTIVITIES.

- a. Restrictions on Competing Activities. Each club in the League has a substantial interest in promoting youth and other competitive or recreational soccer within its respective territory (defined, for purposes of this SPA, as the area within fifty (50) miles of its home stadium). Therefore, during the term of this SPA, and subject to the exceptions below, Player agrees not to participate within the territory of any club in the League, in any fashion, with youth soccer

clubs, soccer camps, or soccer clinics, or to engage in any related activity involving more than ten (10) players in any given day without the written consent of the applicable club in whose territory the activities are being conducted (which may be withheld in the reasonable discretion of such club). The foregoing shall not limit Player's ability to continue activities in which he was involved prior to the effective date of this SPA; provided, however, that such activities: (i) do not detrimentally affect Player's ability to perform his other obligations under this SPA; (ii) do not take place in the territory of any club in the League (unless Player obtains the consent of such club, which consent will not be unreasonably withheld or delayed; provided, however, that a Club's involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold consent); and (iii) do not otherwise violate the terms of this SPA or the CBA.

- b. Activities Involving Substantial Risk of Injury. During the Term, Player shall not, without the written consent of the Club, engage in activities involving a substantial risk of bodily injury, including without limitation: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) fighting (*i.e.*, mixed martial arts; jujitsu), boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club procures against the injury, illness or disability to or of Player, or death of Player, for which Player has received written notice from the Club prior to the execution of this SPA; or (vii) participating in any match or exhibition of soccer, basketball, American football, hockey, lacrosse, or other contact sport. Player may, without written consent of the Club, participate, as an amateur, in golf, running, swimming, hiking, and other activities that (1) are non-contact and (2) do not involve a substantial risk of bodily injury, including off-season soccer training or activities consistent with the Club's off-season training regimen.

## 10. INTELLECTUAL PROPERTY.

- a. Recordings. The League and Club may film, photograph, record or otherwise capture the Player and his Likeness in connection with the performance of his obligations under this SPA (including without limitation, participation in Pre-Season activities, exhibition matches, training sessions, Regular Season matches, Playoff matches, and appearances for or on behalf of the Club) (collectively, the "Recordings"). The Player, if provided reasonable notice, shall be available to have Recordings created, individually or with other players in the League, at such times or places as the League or the Club may reasonably designate. The League and the Club are the sole and exclusive owners of any and all rights in and to the Recordings.
- b. Publicity Rights.
- i. The Player hereby grants to the Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his Likeness (including any Recordings thereof) for any and all uses or purposes that publicize and promote the League, the Clubs or the sport of soccer in any way in any and all Marketing Materials (collectively, "Publicity Rights"), without regard to whether such Marketing Materials include sponsor identification. Without limiting the foregoing, this grant includes the right to use the Player's Likeness for the purpose of publicizing and promoting the following aspects of the League and/or any of its Clubs: brands, matches, ticket sales, match broadcasts and telecasts, programming focused on the League, one or more Clubs and/or their matches and events (*e.g.*, coaches shows, highlight based shows, and behind-the-scenes programming), other League or Club-



related Media offerings (e.g., branded content segments featuring match footage and other programming enhancements), Media distribution platforms, official events and officially sanctioned awards programs (e.g., Golden Boot), and public service, charitable, or community oriented initiatives. League Parties may use the Player's Likeness individually pursuant to the foregoing and shall not be required to use the Player's Likeness in a group or as one of multiple players; provided, however, that such use by League Parties remains subject to Section 10.e.

- ii. For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the Term any Recordings filmed, photographed, recorded or otherwise captured during the Term solely for the purposes described herein. However, Publicity Rights do not include the right to use the Player's Likeness in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel) (all of which are included in Section 10.d below), other than such products that constitute programming (as described above) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).
- c. Broadcast Rights. The Player does not and will not contest during or after the Term of the CBA, and this hereby confirms his acknowledgment of, the exclusive rights of the League and clubs (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all Media, any League or Club matches or any excerpts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any League or Club matches or any excerpts thereof, in any and all Media.
- d. Group Licensing.
  - i. *Grant of Rights.* The Player hereby grants and assigns to the USLPA, for its use or further assignment or licensing, the exclusive rights to his Likeness as are set forth in the Group Licensing Agreement between the League and the USLPA (as it may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Group License Agreement"), the terms of which the Player understands in full and by which he agrees to be bound. The Player acknowledges that the USLPA has granted these rights to the League, with the understanding that the League may further sub-license or assign these rights without his further approval or consent. The Player acknowledges that the rights granted to the USLPA include, but are not limited to, the worldwide right to use or license in a group of three (3) or more Professional Players the Likenesses of all such Professional Players in connection with any product, brand, service, product line or other commercial use (including licensed merchandise) and any sponsorship, endorsement or promotion thereof, provided that such use is in combination with the use of any or all League or Club names, logos, trademarks, trade dress, uniforms or other form of League intellectual property (a "Group Licensing Program"). Such grant includes the right to make individual use, or license the individual use, of the Player's Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards, posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a manner that features, highlights or individually promotes such Player to a greater degree relative to the other Professional Players in any given application. The USLPA shall be considered a third party beneficiary of this provision for the purpose of enforcing the rights granted to it hereunder.



- ii. *Further Assurances.* The Player agrees to take such additional steps as the League or the USLPA may reasonably request in connection with the Group License Agreement, including but not limited to the execution of additional documents that may be necessary for the League or the USLPA to implement, confirm or enforce their rights under this Section 10.d.
- iii. *Acknowledgements.* The Player acknowledges that fees payable to the USLPA, specified in the Group License Agreement, constitute the entire consideration for rights granted in this Section 10.d. The Player further acknowledges that he has no claim or entitlement to any compensation, however denominated, arising from the League's or the Club's use or exploitation of such rights prior to the date of the Group License Agreement, including by any licensee or assignee.
- e. No Player Endorsement. Notwithstanding anything to the contrary in Section 10.b or 10.d of this SPA, the foregoing grant does not confer, during or after the Term, any right or authority to use the Player's Likeness in a manner that constitutes any endorsement by the Player of a third-party brand, product or service ("Endorsement"). For purposes of clarity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in a Group Licensing Program, in third-party advertising and promotional materials, footage and photographs of Player's participation in League or Club matches or events that do not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.
- f. Player Marketing Rights.
  - i. The Player shall not:
    - A. use the name or logo of the League or the Club for any purpose unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion); provided, however, that the Player shall have the right to use the Club's name for biographical purposes; or
    - B. unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion), use or make any endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any name, picture or likeness of the Player (a) in which he appears, either alone or with others, in any official Club uniform, in any attire which closely resembles or is substantially similar (so as to be confusingly similar) to any official Club uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either the League or any Club, or (b) in which he appears together with two (2) or more other members of the Club or League, regardless of their attire, or (c) in which he is identified as a member of the Club or League.
  - ii. In the event of any inconsistency between, on the one hand, any provisions of either this SPA or the CBA and, on the other hand, any sponsorship, endorsement or licensing agreement (including any agreement with regard to footwear) entered into, renewed, or otherwise extended by the Player during the term of this SPA, the provisions of this

SPA and the CBA shall control, and the Player shall be solely responsible for complying with such provisions.

g. Apparel.

- i. Except as specified in Section 10.g.ii or 10.g.iii below (and subject to the terms of the CBA), the Player shall wear and/or display only such footwear, clothing, equipment and other personal items as are endorsed by the League or the Club (and shall promptly obey and comply with any and all other reasonable guidelines and directives hereinafter issued by the League or the Club regarding apparel and/or equipment permitted or not permitted to be worn or utilized by members of the Club) at Club matches, practices or training camps, at clinics or other events sponsored or arranged by the Club or the League, at all Player appearances on behalf of the Club or the League, and/or while traveling with the Club.
- ii. The Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on-field equipment which is not produced by the League's or Club's official equipment supplier(s) except, in certain instances, for on-field footwear or goalkeeper glove, as set forth in 10.g.iii below.
- iii. The Player may wear manufacturer-logo-identified shoes or goalkeeper gloves on-field only if such manufacturer has been designated by the League as an authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper gloves are (a) supplied by or on behalf of the Club (at no cost to the Player) and (b) the manufacturer of such footwear is adidas, Nike, Puma, or another reputable and professionally appropriate manufacturer approved in writing by the USLPA, then (c) the Player shall wear (and display the logo of) only the shoes or gloves supplied by the Club unless (x) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (y) he has formally completed the opt-out process agreed upon between the League and the USLPA.
- iv. As used herein, "Qualifying Shoe or Glove Deal" means an exclusive, written agreement between a Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed in the Player's SPA or (b) is entered into during a period of time in which the Club has not committed to providing the Player with on-field shoes or goalkeeper gloves, as applicable (without cost to the Player) consistent with the terms of Article 15.G.3 of the CBA. The Player represents that any current Qualifying Shoe or Glove Deal has been disclosed in Addendum F of this SPA (a "Qualifying Shoe or Glove Deal"). If the Player has a Qualifying Shoe or Glove Deal, he agrees to provide a copy of the duration/term provision and signature page of such Qualifying Shoe or Glove Deal upon request of the League or the Club.
- v. If the Player has a Qualifying Shoe or Glove Deal, he may enter into a subsequent exclusive, written agreement with a shoe or glove manufacturer, provided such agreement is entered into within thirty (30) days of the expiration or termination of the previous Qualifying Shoe or Glove Deal (at which point, such new agreement would also be deemed a Qualifying Shoe or Glove Deal). The Player agrees to notify the League and the Club of the new or renewed agreement within the same thirty (30) day period and, upon request, to provide a copy of the duration/term provision and signature page of such Qualifying Shoe or Glove Deal to the Club or the League, as applicable.

## 11. REPRESENTATIONS AND WARRANTIES.

a. Player hereby represents and warrants that:

- i. he is not legally obligated, by contract or otherwise, to play soccer for any person or entity other than the Club;
- ii. except as fully described in an addendum to this SPA, he does not, directly or indirectly, own any stock or have any other financial interest in any professional soccer club, other than receiving the Compensation due under Section 3 from the Club;
- iii. his name as set forth in this SPA and in his signature to this SPA is his proper and legal name and is not a fictitious or assumed name;
- iv. he is the owner of all rights granted hereunder or is fully authorized to dispose of such rights to the benefit of the Club and/or the League (as applicable) and, by virtue of this SPA (unless expressly and specifically otherwise set forth in this SPA), the Club owns his international registration and his playing rights, and neither he nor any third party has any rights therein or will attempt to assert any rights therein against the Club;
- v. in the event Player was represented by an Intermediary during the negotiation of this SPA, the information of such Intermediary and any required payments to be made to such Intermediary in connection with this SPA are each completely and accurately included in Addendum J;
- vi. he has all rights and permissions necessary to enter into this SPA and is not legally or contractually prohibited from doing so;
- vii. any Medical Information Forms he has submitted to the Club prior to the execution of this SPA were completed truthfully and without material omissions and, to the Player's knowledge as of his execution of this SPA, the information submitted thereon remains accurate and without any material omissions and he knows of no injury, illness, or condition that renders, or will likely render, him physically or mentally unable to perform the playing services required under this SPA;
- viii. except as set forth in Addendum F, he is not a party to any agreement which would require him to wear or in any way endorse any on-field product or would prevent him from wearing or endorsing any on-field product; and
- ix. that (a) he has and shall maintain or (b) to his knowledge, would be able to obtain upon reasonable advance notice from his Club, a valid passport and is (or would be) able to undertake such international travel as may be required pursuant to this SPA.

b. The Club hereby represents and warrants that:

- i. it has all rights and permissions necessary to enter into this SPA and is not legally or contractually prohibited from doing so;

- ii. it has the power and authority to execute and deliver this SPA and to perform its obligations hereunder in accordance with the terms hereof, and all necessary corporate action to authorize the transactions contemplated by this SPA has been duly and effectively taken;
- iii. this SPA is the valid and binding obligation of the Club, enforceable against it in accordance with its terms; and
- iv. the signatory hereto has all necessary rights and authority to enter into this SPA on behalf of the Club.

## 12. TERMINATION.

### a. Performance-Based Contracts.

- i. If the SPA type is denoted as Performance-Based, the Club may unilaterally terminate this SPA at any time, in its sole and absolute discretion, between the Effective Date and the Contract Guarantee Date of the Initial Term. Any such termination shall be made effective only upon the conclusion of the waiver-wire period described in paragraph ii below. If this SPA is terminated other than for cause between the Effective Date and the Contract Guarantee Date of the Initial Term, his Base Salary shall be provided by the Club (a) for a minimum of forty-five (45) days and (b) for fourteen (14) days following the notice of termination. Thereafter, neither party shall have any further obligation to the other (except as are otherwise designated either in this SPA or the CBA as surviving such termination).
- ii. For a period of three (3) full days following the termination of a Performance-Based SPA, other clubs in the League shall have the exclusive right to assume the Player's SPA; provided, however, that if another club in the League assumes the SPA, the SPA shall be considered Guaranteed for the remainder of its term. After the lapse of the 3-day waiver-wire period (i.e., 5:00 PM EST of the third day following the date of the waiver), the Player's right to sign with other teams shall be unrestricted.

b. Termination by Club. In addition to any other grounds for termination that are expressly set forth in the CBA or this SPA, this SPA may be terminated by the Club at any time without further obligation on the part of either party, upon written notice to the Player (with a copy to the USL and the USLPA), if the Player at any time engages in a material breach of the CBA or this SPA. Any such termination shall be subject to the Player's rights under the grievance procedures set forth in Article 24 of the CBA.

c. Termination by Player. The Player may terminate this SPA upon ten (10) business days' written notice of default to the Club (with a copy to the USL and the USLPA) if (i) the Club defaults in its obligation to pay the Salary set forth in Addendum C or fails to perform any other material obligation agreed to be performed by the Club under this SPA and (ii) the Club fails to remedy such default within the ten (10) business days, or to give notice of intent to arbitrate within seven (7) business days of the Player giving notice of such default in writing to the Club, USL, and to the USLPA. The Player shall have no right to terminate this SPA prior to the conclusion of the Term (including any Option Terms) other than as expressly set forth in the CBA or by mutual written agreement with the Club (and regardless of whether the Player may otherwise have had such right under FIFA's RSTP). In the event the Club disputes an assertion by the Player that it is in default of the obligations set forth in

Addendum C or that it has otherwise failed to perform any other material obligation under this SPA, and it is subsequently determined pursuant to the Grievance procedures set forth in Article 24 of the CBA that a default has occurred, the Club shall have five (5) business days from the date of such finding to remedy such default. During the pendency of any Grievance concerning the existence of a default, the Player's SPA shall remain in full force and effect, and all amounts shall continue to be paid in accordance with its terms.

- d. Buyout Right. Subject to any limitations set forth in the CBA, prior to November 30, the Club may unilaterally terminate this SPA for the following Season(s), for any reason or for no reason, provided that it: (i) satisfied any obligations to the Player for the prior Season and (ii) pays the Player an amount equal to 50% of his base salary for each Guaranteed Contract Year remaining in this SPA (i.e., excluding any option terms), with at least half payable within fourteen (14) days of the exercising of such right and the remainder payable within sixty (60) days thereafter. The Club shall pay any reasonable costs of collection actually incurred by the Player. Upon the exercise of such buyout right, the Player's registration shall be promptly processed and released by the Club and/or the League (as the case may be).

### 13. ASSIGNMENT.

- a. Loans and Transfers Not Requiring Consent.
  - i. Subject to Addendum G, the Club may loan, trade or transfer the Player to another club in the League without the Player's consent; provided that (i) the Player's Salary remains the same and (ii) the Player's other benefits are materially similar. Notwithstanding the foregoing, if the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated. A Player properly assigned hereunder shall continue to perform under and satisfy the obligations of this SPA as if it had been entered into by the Player with the assignee club instead of with the Club.
  - ii. In the event that this SPA is assigned to any other club in the League, expenses associated with relocating to the assignee club shall be paid by the clubs, as set forth in Article 14.A.2 of the CBA.
- b. Loans and Transfers Requiring Consent. The Club has the right to loan, transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league; provided, however, that except as may be permitted by Section 13.a above, the Player must consent in writing to any such loan, transfer, assignment or sale. Except as otherwise agreed in writing between a Player and a Club, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.

### 14. APPLICABILITY OF GOVERNING BODY REGULATIONS.

- a. This SPA is made subject to League Rules and the rules, regulations and policies of applicable governing bodies, including USSF and FIFA, except as such rules, regulations, and policies conflict with the terms set forth in this SPA or the CBA.
- b. The Player hereby acknowledges and agrees that, subject to the terms of the CBA, the following provisions in the FIFA Regulations on the Status and Transfer of Players (including any applicable Annexes thereto) shall not apply to this Agreement:

- i. Chapter III (Registration of Players), Article 10 (Loan of Professionals), Paragraph 1. The Player understands and agrees that, unless set forth in Addendum G, he may be loaned to another Club in the USL Championship with or without his consent thereto in accordance with the terms of Article 14 of the CBA.
- ii. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 13 (Respect of Contract), Article 14 (Terminating a Contract with Just Cause), Article 15 (Terminating a Contract with Sporting Just Cause), and Article 16 (Restriction on Terminating a Contract During the Season). The Player understands and agrees that both the Club's and the Player's right to terminate this SPA are as set forth in this SPA and the CBA and waives any additional termination rights which may otherwise have been available pursuant to the Regulations (e.g., for "sporting just cause").
- iii. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 18 (Special Provisions Relating to Contracts Between Professionals and Clubs), Paragraph 2. The Player understands and agrees that this SPA shall be for the Term, as set forth herein (which may be for less than one year and which shall include any extensions thereto as set forth in Addendum B).
- iv. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 18 (Special Provisions Relating to Contracts Between Professionals and Clubs), Paragraph 4. The Player understands and agrees that, if set forth in Addendum E, this SPA is subject to a successful medical examination.
- v. Chapter IX (Jurisdiction). The Player agrees that the sole and exclusive dispute resolution procedures available for resolving any Grievance are as set forth in Article 24 of the CBA. The Player therefore hereby waives any right to bring any Grievance for resolution on the merits to any FIFA body or tribunal, including any rights pursuant to Chapter IX of the FIFA RSTP. Notwithstanding the foregoing, once a final decision, determination or award has been rendered pursuant to the process set forth in Article 24 of the CBA, either the League or the Club, on the one hand, or the Player or USLPA, on the other hand, may immediately take such final decision, determination or award to the relevant FIFA body or tribunal or court of law having jurisdiction to be entered and enforced.
- c. The Player also hereby acknowledges and agrees that the Club may seek training compensation and/or solidarity payments from clubs that the Player subsequently contracts with, and the Player expressly waives any right to challenge or dispute the Club's entitlement to such payments.

## 15. DISPUTE RESOLUTION.

- a. General. The Parties shall resolve any Grievance exclusively in accordance with Article 24 of the CBA, as if such Article 24 was fully set forth herein.
- b. Waiver of Right to Trial. By entering into this SPA, the Parties are waiving all rights to have a Grievance heard or decided by a jury or in a court trial. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS IN CONNECTION WITH A GRIEVANCE THAT WOULD OTHERWISE BE AFFORDED



TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

- c. Class Action Waiver. Without limiting the USLPA's right to assert a Grievance on behalf of a class of players, Player and Club expressly intend and agree that, with respect to any claim, dispute or proceeding between the Player and the Club, regardless of whether it could be considered a Grievance or not:
- i. class action and collective action procedures shall not be asserted, and will not apply;
  - ii. each will not assert class or collective action claims against the other;
  - iii. each shall only submit their own individual claims and shall not bring claims against the other in any representative capacity on behalf of any other individual; and
  - iv. any claims by the Player will not be joined, consolidated, or heard together with claims of any other current or former player of the Club or other clubs in the League.

**16. UNIQUE SKILLS.** The Player acknowledges that the services he is to provide under this Agreement are of a unique and special character, and acknowledges and agrees that (i) a material breach or threatened material breach by the Player of any of his obligations under this Agreement would give rise to irreparable harm to the Club for which monetary damages would not be an adequate remedy and (ii) if a material breach or a threatened material breach by the Player of any such obligations occurs, the Club will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, and any other relief that may be available from a court of competent jurisdiction, without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

**17. VALIDITY AND FILING.**

- a. This SPA shall be valid and binding upon the Club and the Player immediately upon its execution, unless the Club and Player have agreed that the Player's Fitness is a condition precedent, in which case this SPA shall be valid and binding as set forth in Section 8.c.
- b. The Club agrees to file a copy of this SPA, and/or any amendments thereto, with and as directed by the League as soon as practicable by email, but in no event may such filing be made more than forty-eight (48) hours after the execution of this SPA and/or its amendment(s).

**18. ASSUMPTION OF RISK AND RELEASE OF OTHER CLUBS IN THE LEAGUE.**

- a. The Player acknowledges that he is an experienced soccer player and understands that dangers of personal injury are inherent in participating in soccer and soccer-related activities for the Club or the League. By entering into this SPA, the Player voluntarily and knowingly assumes all of the risks associated with playing professional soccer and with performing his obligations under this SPA (including but not limited to the risk of death, brain damage, or other personal injury from playing, practicing, training, traveling, fights, actions by fans and the media, conditions of the playing surface, and use or misuse of equipment).
- b. The Player hereby releases and waives any and all claims he may have, or that may arise during the term of this SPA, against the Club, the League, every other Club in the League,

each of their respective Affiliates, and the directors, officers, owners, stockholders, trustees, partners, managers, members, and employees of the Club, the League, every other club in the League, and each of their respective affiliates, arising out of, or in connection with, and whether or not by negligence, (i) any injury suffered in the course of his employment, whether during soccer-related activities or otherwise; or (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice, game, or other Club event (in all cases on or adjacent to the field or adjacent to any facility used for such practices or games). The foregoing shall not release a party from any grossly negligent (or more culpable) acts, nor shall the foregoing apply to any workers' compensation claim or any claim of medical malpractice against a Club-affiliated or Club-designated physician or other medical personnel.

**19. COSTS AND EXPENSES.** Except as otherwise set forth in this SPA or the CBA, all costs and expenses incurred in connection with this SPA (including any costs, expenses, or attorneys fees relating to a Grievance, regardless of the prevailing party) shall be paid by the Party incurring such costs and expenses.

**20. GOVERNING LAW.** This SPA (and all other Addenda hereto) shall be construed and interpreted under, and shall be governed by, the Laws applicable to contracts made and performed in the State of New York, except where federal law may govern.

**21. VENUE AND JURISDICTION.**

- a. Other than a Grievance (brought exclusively pursuant to Article 24 of the CBA), any legal suit, action, or proceeding arising out of or relating to this SPA between the Player and the Club shall be instituted in state or federal court, in each case located in the city and county where the Club is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- b. The exclusive choice of venue and jurisdiction in paragraph 21.a above do not preclude the bringing of any action by the parties or the enforcement by the parties of any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any award in any appropriate jurisdiction.

**22. NATIONAL TEAMS.** The Club shall make the Player available on request of the Player's national association (e.g., USSF) for international games, FIFA and other international tournaments (including CONCACAF tournaments), and Olympic Games competition, including preparation, qualification and final tournament matches, in accordance with FIFA rules and regulations. Any divergent agreement between the Player and the Club is prohibited.

**23. ENTIRE AGREEMENT.** This SPA (including the Addenda hereto) and the CBA constitute the entire agreement between the Parties concerning the subject matter hereof and supersede any prior agreements, no other representations having induced either Party to execute this SPA. No amendment to this SPA shall be binding on either party unless it is mutually agreed to in writing.

**24. INTERPRETATION.** This SPA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument



to be drafted. The addenda referred to herein shall be construed with, and as an integral part of, this SPA to the same extent as if they were set forth verbatim herein.

**25. NO INCONSISTENT AGREEMENTS.** Neither the Club nor the Player has entered, as of the date of the Party's execution of this SPA, nor shall either Party, on or after such date, enter into any agreement that (i) would have the effect of impairing the rights granted to the other Party or (ii) otherwise conflicts with the provisions hereof.

**26. WAIVER OF COLLEGE ELIGIBILITY.** PLAYER UNDERSTANDS AND ACKNOWLEDGES THAT BY EXECUTING THIS SPA, HE WILL NO LONGER BE ELIGIBLE TO PLAY IN ANY NCAA, NAIA OR NJCAA UNIVERSITY OR COLLEGE ATHLETIC PROGRAM.

*Signature Page Follows*

## SIGNATURES

By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provisions of this SPA, including all Addenda and any other attachments.

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Club Representative's Signature

\_\_\_\_\_  
Date

## PARENT OR LEGAL GUARDIAN CONSENT

[for players under the age of 18]

Player's parent(s) or legal guardian irrevocably consents to the performance and execution of this SPA (including all Addenda and attachments) hereto. Such consent shall be effective as to all provisions and shall be irrevocably given for the duration of this SPA. Player's parent(s) or guardian further agree to hold Club harmless for any injury suffered by Player during the term of this SPA.

\_\_\_\_\_  
Signature of Father/Guardian (circle one)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Mother/Guardian (circle one)

\_\_\_\_\_  
Date

## **ADDENDUM A**

### **PLAYER INFORMATION** (for notice purposes)

Name (First/Middle/Last):

Current Address:

Telephone Number:

Email:

### **CLUB INFORMATION** (for notice purposes)

Club Address:

Attn:

Telephone Number:

Email:

## ADDENDUM B

Initial Contract Year:

Initial Term begins on the Effective Date and ends on November 30,

Number of Options:

First Option Term (if applicable): December 1,  to November 30,

Second Option Term (if applicable): December 1,  to November 30,

## ADDENDUM C

### Compensation

- A. Salary.** The Club shall pay to Player the following Salary for each season during the Term (including any Option Terms). In each instance, the Salary shall be paid (at minimum) through the Standard Compensation Period. Salary shall be paid in accordance with the Club's standard payroll practices. Any prorated amounts are to be based on a 30-day month.

Contract Year #	Salary (monthly)	Payment Start Date	Payment End Date
Initial Contract Year	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 2	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 3	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 4	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 5	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 6	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>

Any additional Salary or modifications to the Salary set forth in the chart above shall be set forth below, for such periods of time as set forth therein:

- B. Signing Bonus.** The Club shall pay to the Player the following amount (if any) as a signing bonus. If such signing bonus is payable in installments, the amount and timing of such installments shall also be set forth. If no signing bonus is payable, please write "none".

Amount and Payment Schedule (if applicable):

- C. Housing Stipend.** The Club shall pay to Player the following amounts (if any) as a housing stipend for each season during the Term (including any Option Terms). In each instance, the housing stipend shall be paid (at minimum) through the Standard Compensation Period. Player acknowledges that such payments may be treated as “income” to the Player and that there may be tax implications for the Player arising therefrom. If no housing stipend is being provided, please leave blank.

Contract Year #	Housing Stipend (monthly)	Payment Start Date	Payment End Date
Initial Contract Year	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 2	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 3	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 4	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 5	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Year 6	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>

Any additional housing stipends or modifications to the housing stipends set forth in the chart above shall be set forth below, for such periods of time as set forth therein.

- D. Club-Provided Housing.** The Club shall provide the Player with the housing (if any) set forth below according to the schedule set forth therein. The type and character of the housing shall be clearly described (e.g., “one-bedroom, fully furnished apartment, without roommates; three-bedroom, fully furnished apartment with two roommates...”) and, if the housing provider changes during the Term, the quality of the housing provided shall not be materially decreased. Player acknowledges that the value associated with such housing may be treated as “income” to the Player and that there may be tax implications for the Player arising therefrom. If no housing is being provided, please write “none”.

- E. Health Insurance.** If group health insurance is made available through the Club, a summary of what the Club currently offers to contribute is as set forth below:

- F. Performance Bonus.** The Club shall pay to the Player the following amounts (if any) based on performance of the Player or the Club (attach additional pages if necessary). If no performance bonuses are payable, please write “none”.

Performance bonuses shall be paid upon the following payment schedule:

- G. Club Payments to Intermediary.** If the Player was represented by an Intermediary in connection with his negotiation of this SPA with the Club, and the Club has agreed to pay the Intermediary (on the Player's behalf) any or all of the amounts owed by the Player, the Club's payment obligations are set forth below. Player acknowledges that such payments may be treated as "income" to the Player and that there may be tax implications for the Player arising out of such payments.

- H. Transfer Consideration.** If the Player is entitled to any payments in connection with the Club's loan, transfer or sale of the Player, such payments are set forth below.

- I. Other Compensation.** The Club shall provide the Player with the following additional compensation (including any personal transportation being provided to the Player, if any). If no additional compensation is agreed upon, enter "none." Please note the period of time during which additional benefits would be provided:



## ADDENDUM D

### Club Certification – Base Compensation

The Club hereby certifies that it reasonably anticipates the monthly Base Compensation payable to the Player during the Standard Compensation Period for the Initial Contract Year to be as set forth in the chart below.

In calculating (4) below, the total amount of such signing (or other guaranteed) bonuses shall be attributed evenly over the Standard Compensation Period throughout the term of the SPA (excluding any option years).

<b>Classification</b>	<b>Monthly Value during Standard Compensation Period of Initial Contract Year</b>
(1) Salary:	\$ <input type="text"/>
(2) Value of any housing or personal transportation (or the amount of any such stipend, if applicable):	\$ <input type="text"/>
(3) Value of any health insurance contributions (including to or on behalf of the Player's family):	\$ <input type="text"/>
(4) Applicable portion of any signing (or other guaranteed) bonuses, but specifically excluding any amounts paid by a Club to a Player's agents or representatives:	\$ <input type="text"/>
<b>Total:</b>	\$ <input type="text"/>

\_\_\_\_\_  
Authorized Club Representative's Signature

\_\_\_\_\_  
Date

## ADDENDUM E

### Fitness as Condition Precedent

**Instructions:** If the validity of the SPA is being conditioned upon the Player successfully passing a medical examination, the “Applicable” box should be checked and this Addendum E must be completed and executed. Otherwise, the “Not Applicable” box should be checked and the remainder of this Addendum E may be left blank.

☐ Applicable

☐ Not Applicable

Club Name:

Player Legal Name:

The Club and the Player hereby agree that the Player must report for and submit to a Medical Examination (to be performed by one or more physicians designated by the Club) in accordance with the following:

- (a) The Player must report for such Medical Examination at such times as follows: (i) for a Player under contract with another team at the time the SPA is signed, no later than the tenth (10<sup>th</sup>) business day following the championship game of each team’s respective league; (ii) for a Player not under contract with another team at the time the SPA is signed, no later than the tenth (10<sup>th</sup>) business day following the execution of the SPA; (iii) for a Player outside the country at the time the SPA is executed for whom a visa is necessary to enter the country, no later than two (2) business days following the Player’s entry into the Club’s market on such visa (collectively, the “Medical Deadline”). However, with respect to (i) above, to the extent that the Player’s current and prospective teams are both in the USL Championship, the Player and the new team will engage in best efforts to conduct the Medical Examination within ten (10) business days from the last day of the regular season or the date that both teams have been eliminated from the playoffs (whichever is later). All costs and expenses relating to the Medical Examination, including travel and lodging, shall be borne by the Club.
- (b) Upon reporting, the Player shall supply all information reasonably requested of him, provide complete and truthful answers to all questions posed to him, and submit to all examinations and tests reasonably requested of him.
- (c) The determination of whether the Player has passed the Medical Examination shall be made by the Club in its sole discretion, exercised in good faith, in consultation with one or more of the Club’s physicians; and a Club shall have the right to determine in good faith that a Player has failed to pass the Medical Examination due to the risk of a future injury, illness or other health condition notwithstanding that the Player is currently able to perform as a skilled soccer player in the League.
- (d) If the Player does not pass the physical examination, the Club shall promptly: (i) notify the Player (in any case, no later than two (2) business days following the Medical Deadline) and (ii) pay to the Player an amount equal to two (2) weeks Base Compensation.

- (e) The Club's determination that the Player has passed the Medical Examination (or the failure of the Club to notify the Player of the contrary within two (2) business days following the Medical Deadline) shall be a condition precedent to the validity of the Contract. Accordingly, and without limiting the generality of the preceding sentence, until such time as a Player has passed the Medical Examination (or the two (2) business days have passed without notification to the contrary), he may not attend any regular training camp of the Club or participate in matches or organized practices with the Club.
- (f) The Club shall not use these "Fitness as a Condition Precedent" provisions to renegotiate the terms and conditions of a SPA.
- (g) There shall be no public disclosure of SPA signings subject to Medical Examinations unless and until the Player has either passed (or is deemed to have passed) the Medical Examination. There shall be no public disclosure of the results of Medical Examinations subject to these "Fitness as a Condition Precedent" provisions.

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Club Representative's Signature

\_\_\_\_\_  
Date

## ADDENDUM F

### Qualifying Shoe or Glove Deal

**Instructions:** If the Player has a Qualifying Shoe or Glove Deal, the “Applicable” box must be checked and this Addendum F must be completed and executed. Otherwise, the “Not Applicable” box must be checked and the remainder of this Addendum F may be left blank.

☐ Applicable

☐ Not Applicable

Club Name:

Player Legal Name:

The Player represents that, as of the date of his signature below, he has entered into an exclusive, written agreement with an on-field shoe or goalie glove manufacturer, as set forth below:

**On-Field Shoe Manufacturer:**

☐ Adidas

☐ Nike

☐ Puma

☐ Other:

**Goalie Glove Manufacturer:**

☐ Adidas

☐ Nike

☐ Puma

☐ Other:

Start Date of Agreement:

End Date of Agreement:

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

## ADDENDUM G

### Player Consent or Non-Consent to Loans, Trades and Transfers—Modifications to SPA Section 13.a

**Instructions:** One of the 3 check boxes must be selected.

**Note:** Section 13.a of the SPA permits the Club to loan, transfer, or trade the Player to another club in the League without having to obtain the Player's consent. If the Player and Club agree that the Player's consent is required or that the Club's right to transfer the Player without his consent is subject to certain limitations, the first or second box (as applicable) should be checked. If no changes are being made to Section 13.a, the third box should be checked.

The Player and the Club agree that:

<input type="checkbox"/>	Section 13.a of this SPA is deleted in its entirety and replaced with the following:  “The Club may not loan, trade or transfer the Player to another club in the League without the Player's written consent. Except as otherwise agreed in writing between the Player and the Club, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.”
<input type="checkbox"/>	the Club's right to loan, trade, or transfer the Player to another club in the League is as set forth in Section 13.a, but subject to the following additional restrictions:  [REDACTED]
<input type="checkbox"/>	the Player may be loaned, transferred or traded within the League without his consent (and Section 13.a shall remain unmodified).

## ADDENDUM H

### Forum and Venue

**Instructions:** If Section 21 of this SPA (Venue and Jurisdiction) is being superseded by this Addendum H, the “Applicable” box must be checked and this Addendum H must be completed and executed. Otherwise, the “Not Applicable” box must be checked and the remainder of this Addendum H may be left blank.

☐ Applicable

☐ Not Applicable

Club Name:

Player Legal Name:

Recognizing the cost, privacy, and expediency benefits that can be provided through arbitration, the Player and the Club hereby agree as follows (which shall replace Section 21 of this SPA in its entirety):

- (a) Other than a Grievance (brought exclusively pursuant to Article 24 of the CBA), any legal suit, action, or proceeding between the Player and the Club shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services (JAMS), in each case located in the County where the Club is located, and each party irrevocably submits to the exclusive jurisdiction of JAMS in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any claim, action, or proceeding in such forum and irrevocably waive and agree not to plead or claim that any such claim, action, or proceeding brought before JAMS in the County where the Club is located has been brought in an inconvenient forum.
- (b) The exclusive choice of venue and jurisdiction in paragraph (a) above do not preclude the bringing of any action by the parties or the enforcement by the parties of any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any award in any appropriate jurisdiction.
- (c) By entering into this Addendum H, the Parties are waiving all rights to have their claims heard or decided by a jury or in a court trial. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Club Representative's Signature

\_\_\_\_\_  
Date

## **ADDENDUM I**

Please use this Addendum I to communicate additional terms and conditions to this SPA.

In case of any conflict or inconsistency between the terms or conditions set forth in this Addendum I and the terms or conditions found elsewhere in this SPA or the CBA, the terms and conditions found in the CBA or elsewhere in this SPA shall control.





## ADDENDUM J

### Intermediary Information

**Instructions:** One of the two check boxes must be selected. If the first box is selected, this Addendum J must be completed and executed. If the second box is selected, the remainder of this Addendum J may be left blank.

- ☐ I retained an Intermediary to represent me in connection with the negotiation of this SPA.
- ☐ I acknowledge that I have had the opportunity to be represented by an Intermediary in connection with the negotiation of this SPA, but that I have chosen not to retain one.

### **Intermediary Contact Information**

Intermediary Agency:

Intermediary Name (First/Middle/Last):

Address:

Telephone Number:

Email:

### **Questions**

As of the Effective Date, is the Intermediary a FIFA-licensed Player Intermediary?  
Yes ☐ No ☐

Was the Intermediary involved in the negotiation of this SPA on behalf of the Player?  
Yes ☐ No ☐

Is the Intermediary an owner, officer, employee, consultant, or representative of a team in the League?  
Yes ☐ No ☐

If Yes, which team? Team Name:

*Certification Page Follows*

### Player Certification

I, [REDACTED] (Player's Name), certify that I have retained the above listed Intermediary to represent me. The representation shall remain in effect until either my Intermediary or myself communicates otherwise in writing to the League and the Club. I understand and acknowledge that, unless otherwise provided in Addendum C, I am solely responsible for any costs associated with the compensation of my Intermediary. I further understand and acknowledge that the League and the Club may communicate with me by communicating with my Intermediary.

---

Player's Signature

---

Date

## PLAYER REGISTRATION INFORMATION

***\*\*All Fields Required\*\****

### Basic Information

---

Player Name:   
Player Height:  ,  ”  
Player Weight:  lbs  
Player Email:   
Player Phone:

Place of Birth: ☐ USA  
☐ Canada  
☐ Other, specify:

Citizenship (Country): ☐ USA  
☐ Canada  
☐ Other, specify:

### Last Amateur / Professional Club (college inapplicable)

---

Club:   
League:   
State:   
Country:

### USL League Two (f/k/a the “PDL”)

---

Has Player ever played in USL League Two? ☐ Yes ☐ No

If yes, please list the last club played for:  Year  Club

### Social Media

---

Twitter Handle: @  (if inapplicable, please write “none”)

Instagram Handle: @  (if inapplicable, please write “none”)

**This “Dues or Agency Fee Deduction Authorization Card” has been included as a courtesy to the USLPA.**

**Submission Instructions:**

If the Authorization Card is executed contemporaneously with the SPA, Clubs should transmit the executed card to the League along with the SPA.

However, if not executed contemporaneously with the SPA, executed forms should be returned directly to the USLPA at: [admin@uslplayers.org](mailto:admin@uslplayers.org)

**USL PLAYERS ASSOCIATION  
Dues or Agency Fee Deduction Authorization Card**

I hereby authorize and direct the Club to deduct from my pay uniform dues or fees in the amounts fixed by the USL Players Association in accordance with the provisions of the USLPA Constitution and By-Laws and to remit such deducted dues to the USLPA in accordance with the bargaining agreement (CBA) between the United Soccer League and the USLPA. This authorization extends to my current USL club and to any USL club for whom I may play in the future.

This authorization is voluntarily made in order to facilitate payment of my fair share of the USLPA’s costs of representing me for the purpose of collective bargaining. Where the payment of dues or agency fees may be lawfully required as a condition of employment the deductions shall be made without regard to my current or future membership in the USLPA.

This authorization shall be irrevocable for a period of one year from the date I signed this card (below) or until I am no longer employed by a club in the USL Championship, whichever occurs sooner, without regard to my membership status. I agree that this authorization shall be automatically renewed and irrevocable for successive one-year periods unless revoked by written notice to my then-current Club and the USLPA within the ten (10) day period prior to the anniversary of this authorization. I understand that the deductions authorized are not deductible as charitable deductions under federal income tax law.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Current Club: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

Medical Information Release

*Included on the following pages*

## AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Consistent with the terms of the Collective Bargaining Agreement between the USL Players Association and the USL Championship (the "League"), I hereby authorize my employer club, any subsequent club in the League to which my playing services may be loaned or assigned, and their respective successors (collectively, the "Club") to use and/or disclose of all of my Medical Information, as provided for below:

1. **This authorization applies to all Medical Information about me.** As used in this authorization: "Medical Information" means all medical and/or Medical Information about me including, but not limited to, all past, present or future: health, medical or surgical records; medical or health questionnaire(s); information relating to any injury, sickness, disease, condition, medical history, or medical, mental, or clinical status, or diagnosis, treatment or prognosis; clinical or treatment notes or reports; fitness to play determinations; test results (including, but not limited to, the results of neuropsychological testing); laboratory reports, x-rays or diagnosis imaging results; and data relating to any testing or medical study.
2. I authorize all physicians, hospitals, laboratories, pharmacies, clinics, and other health care providers (including, but not limited to, all trainers), who have or may have any Medical Information about me, to use and/or disclose all that Medical Information about me to doctors, athletic trainers, or other medical staff ("Medical Staff") of the Club or who have a formal relationship with the Club (collectively, the "Club Medical Staff"), and I authorize the Club Medical Staff to receive such Medical Information.
3. I authorize the use and disclosure of my Medical Information as follows:
  - (a) to the Club Medical Staff;
  - (b) to the Club Medical Staffs of other clubs in the League in connection with a contemplated player acquisition (whether via signing, trade, loan or transfer);
  - (c) to the Club's workers' compensation insurance carrier and to Club-personnel as needed to process workers' compensation claims or otherwise assess or offer benefits;
  - (d) to the following individuals, but only to view (and not receive) Medical Information, and only to the extent it might affect my on-field performance: the Club's coaching staff, technical director, and senior Club officials who have a reasonable need to be made aware of such Medical Information;
  - (e) to other relevant personnel of the Club, the League, or a governing body (e.g., the United States Soccer Federation) as may reasonably require such information in connection with any dispute resolution process;
  - (f) to such other individuals or entities as reasonably required to effectuate

any purposes or provisions of the Collective Bargaining Agreement between USL and the USL Players Association or my Standard Player Agreement (provided such individuals or entities agree to keep such information confidential); and

- (g) to such other individuals or entities as may be reasonably required to comply with applicable law.
2. I further authorize the use and disclosure of the following information for public relations purposes:
- (a) for injuries sustained during the course of my employment as a skilled soccer player with the Club, including, but not limited to, travel with my team or on business requested by the Club:
    - (i) the nature of the injury,
    - (ii) the prognosis and the anticipated length of recovery from the injury, and
    - (iii) the treatment and surgical procedures undertaken or anticipated in regard to the injury; and
  - (b) for any other medical and/or health condition that prevents me from rendering services to his Club:
    - (i) the fact that a medical and/or health condition is preventing me from rendering services to the Club, and
    - (ii) the anticipated length of my absence from the Club.
4. I understand that any of my Medical Information that is disclosed in accordance with this authorization form might be redisclosed by the recipient of that information and may no longer be protected by federal health care privacy laws and rules.
5. This authorization is effective until the date on which my employment with the Club is terminated.
6. I understand that my treatment, payment, enrollment, or eligibility for benefits (if any) will not be conditioned on whether I sign this form.
7. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the classes of persons or entities I have authorized to use and/or disclose and/or receive my Medical Information have already acted in reliance upon this authorization. My revocation must be in writing and be sent to the principal business address of the Club. I further understand that my right to revoke this authorization shall not serve to excuse any failure by me to comply with the provisions of any individual contract covering my employment with the Club as a



professional soccer player to which I am (or may be) a party, or any other agreement that may govern the terms and conditions of my employment as a soccer player in the League.

8. I acknowledge that I have received a copy of this authorization and that a copy of this authorization shall be considered as effective and valid as the original.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**Benefit Confirmation Form**

*Included on the following pages*

### **Benefit Confirmation Form**

**Instructions:** If a Player is being loaned, traded, or transferred from one USL Championship club (the “Transferring Club”) to another USL Championship club (the “Receiving Club”) without the Player’s consent, the Clubs must fill out and certify through this form that, aside from his Salary (which shall remain unchanged), the Player’s other benefits are materially similar.

**Clarifications:**

1. The Player’s benefits need not be identical to be materially similar (e.g., if the Transferring Club provided health insurance, the Receiving Club could instead provide the Player with a stipend towards the purchase of health insurance which would result in him having reasonably similar out-of-pocket costs as those he had at the Transferring Club).
2. If the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated.

**Benefit Confirmation Form**

Player Legal Name: \_\_\_\_\_ (the “Player”)

Transferring Club: \_\_\_\_\_

Receiving Club: \_\_\_\_\_

In connection with the loan, transfer, or trade of the Player from the Transferring Club to the Receiving Club, the Receiving Club hereby acknowledges and agrees that, from the effective date of such loan, transfer or trade, it shall provide the Salary and other benefits and compensation set forth in the Standard Player Agreement between the Player and the Transferring Club, as if such Standard Player Agreement had been entered into by the Player with the Receiving Club instead of with the Transferring Club, except as set forth below.

1. If the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased by the Receiving Club based upon the market to which the Player is being relocated. In accordance with the foregoing, any modifications to the housing stipends set forth in the SPA are as set forth below:

\_\_\_\_\_

2. To the extent that any of the other benefits set forth in Addendum C (or Addendum H, if applicable) are being replaced or modified (in each case, with the Player continuing to receive materially similar benefits), such replacements or modifications are as set forth below:

\_\_\_\_\_

3. If the Player currently receives health insurance coverage as part of a group plan offered through the Transferring Club, the Receiving Club shall provide the following materially similar benefits to the Player (e.g., the Receiving Club could provide the Player with a stipend towards the purchase of health insurance coverage which would result in him having reasonably similar out-of-pocket costs as those he had at the Transferring Club):

\_\_\_\_\_

**Transferring Club**

**Receiving Club**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged by Player:** \_\_\_\_\_

**EXHIBIT D**

USLPA Check-Off Authorization Form

*Included on the following pages*

**This “Dues or Agency Fee Deduction Authorization Card” has been included as a courtesy to the USLPA.**

**Submission Instructions:**

If the Authorization Card is executed contemporaneously with the SPA, Clubs should transmit the executed card to the League along with the SPA.

However, if not executed contemporaneously with the SPA, executed forms should be returned directly to the USLPA at: [admin@uslplayers.org](mailto:admin@uslplayers.org)

**USL PLAYERS ASSOCIATION  
Dues or Agency Fee Deduction Authorization Card**

I hereby authorize and direct the Club to deduct from my pay uniform dues or fees in the amounts fixed by the USL Players Association in accordance with the provisions of the USLPA Constitution and By-Laws and to remit such deducted dues to the USLPA in accordance with the bargaining agreement (CBA) between the United Soccer League and the USLPA. This authorization extends to my current USL club and to any USL club for whom I may play in the future.

This authorization is voluntarily made in order to facilitate payment of my fair share of the USLPA’s costs of representing me for the purpose of collective bargaining. Where the payment of dues or agency fees may be lawfully required as a condition of employment the deductions shall be made without regard to my current or future membership in the USLPA.

This authorization shall be irrevocable for a period of one year from the date I signed this card (below) or until I am no longer employed by a club in the USL Championship, whichever occurs sooner, without regard to my membership status. I agree that this authorization shall be automatically renewed and irrevocable for successive one-year periods unless revoked by written notice to my then-current Club and the USLPA within the ten (10) day period prior to the anniversary of this authorization. I understand that the deductions authorized are not deductible as charitable deductions under federal income tax law.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Current Club: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

Contract Modification Examples

*Included on the following pages*



### **Contract Modification Examples**

Pursuant to CBA Article 8.R.5, the following sets forth examples of how 2021 (or prior) SPAs are to be modified in the event that (a) their 2022 payment terms do not comply with the Minimum Base Compensation requirements and (b) the Club and Player have been unable to agree on how the payment terms should be modified to come into compliance.

If a box is checked in the preexisting SPA for payment to start on the “Required Report Date” or to end on the date of the Club’s “Last Game,” the payment start or end date is referenced below as “variable.”

For the avoidance of doubt, however, and as more fully set forth in CBA Article 8.R.5, these examples are inapplicable to an SPA which includes each of the following elements:

- (a) a monthly payment start date on or prior to February 1;
- (b) a payment end date on or later than November 30; and
- (c) Base Compensation during the Standard Compensation Period that equals or exceeds the Minimum Base Compensation

#### **Example 1:**

2021 Contract Terms: The SPA calls for the Player to be paid a salary of \$6,000/month, with variable payment start and payment end dates. The SPA does not include any housing obligations.

2022 Modification Process: In order to determine the expected compensation for 2022, the variable payment start date is replaced with February 15, the payment end date is replaced with October 15, then that time period (8 months) is multiplied by his monthly compensation (\$6,000/month). The expected compensation of \$48,000 is then divided by 10 months, to come up with revised monthly compensation of \$4,800/month.

2022 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$4,800/month, with a payment start date of February 1 and a payment end date of November 30.

#### **Example 2:**

2021 Contract Terms: The SPA calls for the Player to be paid \$1,000/month and to be provided housing (valued at \$1,000/month), each from January 1 through December 31.

2022 Modification Process: The Compensation payable to the Player is \$2,000/month \* 12 months = \$24,000. This amount would be divided by 10 months to determine his new monthly Compensation of \$2,400/month.

2022 Revised Contract Terms: The Player would be provided housing (valued at \$1,000) and a salary of \$1,400/month from February 1 through November 30. For avoidance of doubt,

the revised SPA terms would no longer include any Compensation (including housing) in January or December (although the Club may continue to provide housing during such period if it so chooses).

**Example 3:**

2021 Contract Terms: The SPA calls for the Player to be paid \$1,000/month and to be provided housing (valued at \$500/month), each from January 1 through December 31.

2022 Modification Process: The Compensation payable to the Player is \$1,500/month \* 12 months = \$18,000. This amount would be divided by 10 months to determine his new monthly Compensation of \$1,800/month. As this amount is less than the Minimum Base Compensation, his Compensation would be increased to \$2,200/month.

2022 Revised Contract Terms: The Player would be provided housing (valued at \$500) and a salary of \$1,700/month from February 1 through November 30. For avoidance of doubt, the revised SPA terms would no longer include any Compensation (including housing) in January or December (although the Club may continue to provide housing during such period if it so chooses).

**Example 4:**

2021 Contract Terms: The SPA calls for the Player to be paid a salary of \$2,000/month, with a variable payment start date and a fixed payment end date of December 31. The SPA does not include any housing obligations.

2022 Modification Process: In order to determine the expected compensation for 2022, the variable payment start date is replaced with February 15, and the expected payment period (10.5 months) is multiplied by his monthly compensation (\$2,000/month). The expected compensation of \$21,000 is then divided by 10 months, to come up with revised monthly compensation of \$2,100/month. As this amount is less than the Minimum Base Compensation, his Compensation would be increased to \$2,200/month.

2022 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$2,200/month, with a payment start date of February 1 and a payment end date of November 30. For avoidance of doubt, the revised SPA terms would no longer include any Compensation in December.

**EXHIBIT F**

Form of Club Certification – Player Base Compensation

*Included on the following page*

Club Certification – Base Compensation

The Club hereby certifies that it reasonably anticipates the monthly Base Compensation payable to the Player during the Standard Compensation Period for the [REDACTED] Contract Year to be as set forth in the chart below.

In calculating (4) below, the total amount of such signing (or other guaranteed) bonuses shall be attributed evenly over the Standard Compensation Period throughout the term of the SPA (excluding any option years).

<b>Classification</b>	<b>Monthly Value during Standard Compensation Period of Initial Contract Year</b>
(1) Salary:	\$ [REDACTED]
(2) Value of any housing or personal transportation (or the amount of any such stipend, if applicable):	\$ [REDACTED]
(3) Value of any health insurance contributions (including to or on behalf of the Player's family):	\$ [REDACTED]
(4) Applicable portion of any signing (or other guaranteed) bonuses, but specifically excluding any amounts paid by a Club to a Player's agents or representatives:	\$ [REDACTED]
<b>Total:</b>	\$ [REDACTED]

\_\_\_\_\_  
Authorized Club Representative's Signature

\_\_\_\_\_  
Date